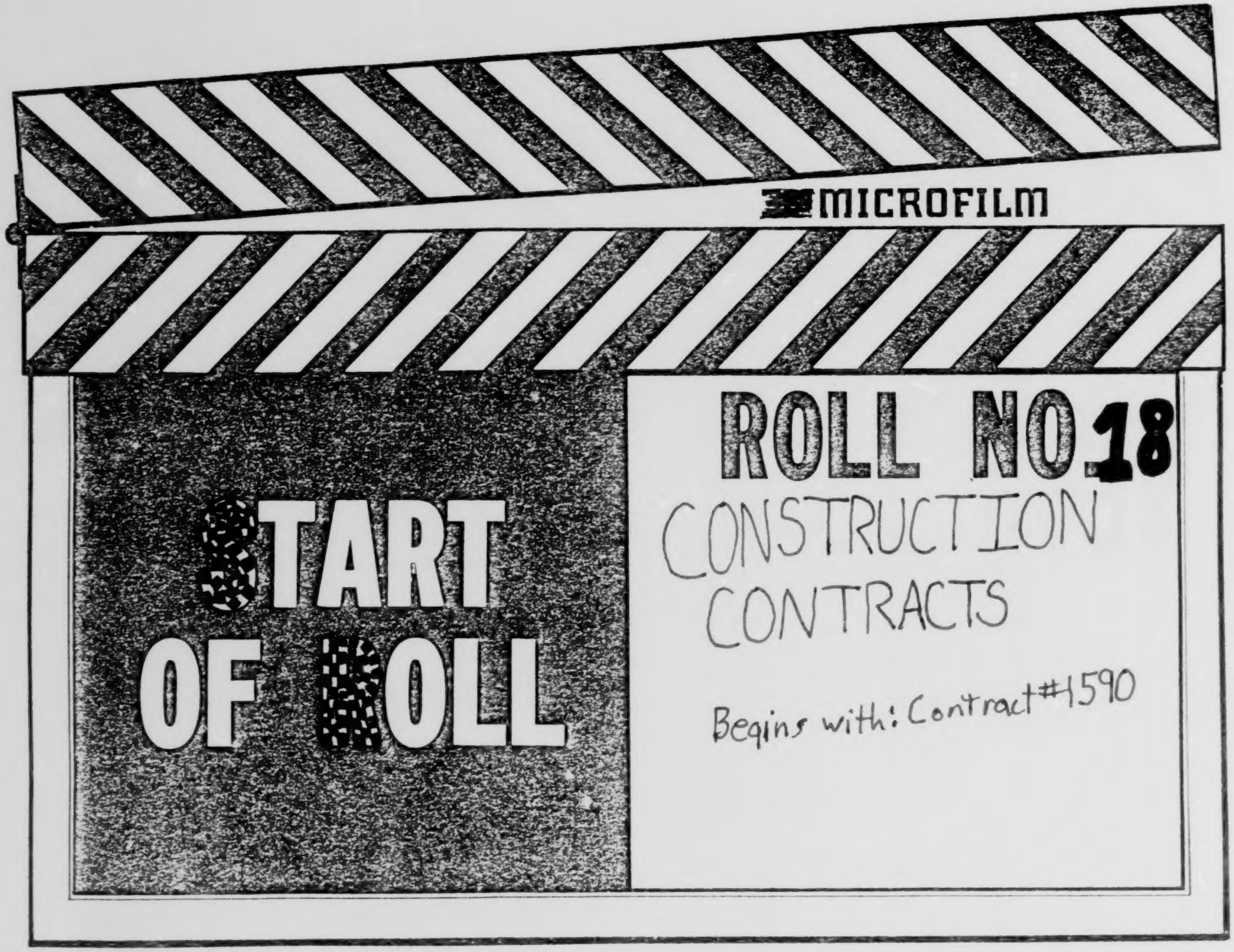

START OF ROLL

ROLL NO 18

CONSTRUCTION CONTRACTS

Begins with: Contract #1590

CONTRACT #1590

NRH 40-B Wallowa-Lostine Sec. 1934

1590

1590

40-B

October 29, 1934

United States Fidelity & Guaranty Co.,
G. B. Eckles, Manager
Porter Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1590 covering construction work on the Wallowa-Lostine Section of the Wallowa Lake Highway in Wallowa County has been completed by the contractor, Hart Construction Company, and that final settlement will be made by the State with said contractor for work done under this contract on or after Nov. 9, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $83,480.68 including the final payment. Of this amount $51.53 is for force account work.

Yours very truly,

MC

Secretary

#1590

40 B

September 22, 1934

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Hart Construction Company on Contract No. 1590 for the construction of the Wallowa-Lostine Section of the Wallowa Lake Highway in Wallowa County. This payment will be made on or after October 2, 1934.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-H-1 14480 500 5-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 17, 1934.

40 B

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
SEP 18 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

In connection with the semi-final estimate being submitted on the Wallowa-Lostine Project, there is enclosed a Price Agreement covering the purchase of culvert pipe unused upon the job. This pipe was ordered by the engineer, but was not used due to change in plans to fit the irrigation system of the ranchers along the highway. The pipe will be useful in maintenance operations in the future.

Very truly yours,

Division Engineer.

WCW:OG

Encl.

cc R. H. Baldock.

FORM S-M-1 14250 500 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 17, 1934.

40 B

IN REPLY PLEASE REFER TO FILE NO.
RECEIVED
SEP 18 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing semi-final estimate on the Wallowa-Lostine Surfacing and Oiling Project, contract #1590, which work was satisfactorily completed by the Hart Construction Company on August 31st, 1934.

In support of the semi-final estimate the following records are being submitted to you by express:

1 - 100 ft. map
1 - Profile
1 - Mass Diagram
1 - Book Cross-Section Notes
1 - Book transit and level notes
1 - Book Remeasurement Notes
1 - Book Approach notes
1 - Book pipe notes
1 - Book stockpile notes
1 - Book platted cross-sections
1 - Book platted approach sections
1 - Book platted pipe sections
1 - Book platted stockpile sections
1 - book computation sheets
90- gravel topping receipt books
14- Crushed gravel surfacing receipt books
9 - Filler receipt books
18- Water receipt books
20- Mineral aggregate receipt books
1 - Mineral aggregate receipt book used by State Oiling Crew.
1 - Summary receipt book
1 - Index and summary.

The total cost of the work is approximately $90,965.00 as compared with the project authorization of $92,253.70.

ERS
ESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. M. G. Smith: -2- 9/17/34.

The preliminary estimated quantities as a whole checked quite closely with the completed quantities, but some variations occurred for following reasons!

"Over-Haul" was materially increased which increase resulted from the ability to use more excavated materials near the cuts which decreased the amount of "Truck Haul". The two items taken collectively show an increase of approximately $44.00 over the estimated amounts.

Variation in "Iron Culvert Pipe" resulted from the necessity of making slight changes in sizes of pipes installed in order to better fit the irrigation plans of the ranchers living along the road.

Only a minimum amount of "Class A Concrete" was used as one siphon was eliminated which eliminated the siphon box for which the"Class A Concrete" was to be used.

"Selected Roadbed Topping" under-ran approximately 15%. Of this under-run approximately 10% was an extra allowance in the estimate which was not required, and the other 5% resulted from the decrease of topping used from 12" in thickness to 9" over the east end of the project. The subgrade over this section was quite stable, and in addition the streets of Wallowa would not permit the placing of 12 inches of additional gravel without raising the grade to a prohibitive height through the town.

There is a considerable over-run in water used in "Sprinkling", this being occasioned by the necessity of watering the gravel topping previous to placing the crushed rock surfacing.

An under-run of approximately 20% occurred in "Filler Materials" which under-run was the result of our intentionally lessening the amount of filler in order that there be no chance of an excess amount in the completed surfacing.

M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. G. Smith: -3- 9/17/34.

The aggregate amount of No. 3 Road Oil and Cut-Back asphalt used was 468 tons as compared with the estimated amount of 480 tons, which is a very close check. There was, however, a slight over-run of No. 3 road oil used, and an under-run of cut-back asphalt due to the using of approximately 7 tons of No. 3 road oil in the final seal in lieu of cut-back asphalt on a short section through the town of Lostine.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OG
Encls.

cc R. H. Baldock.

FORM S-M-1 14880 SOC 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

40 B

September 10, 1934.

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
SEP 11 1934
OREGON
STATE HIGHWAY COMMISSION

NOTED

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing Extra Work Order No. 1 on the Wallowa-Lostine Section of the Wallowa Lake Highway in Wallowa County.

This work order covers the moving and reconstructing of approximately 100 rods of right of way fence which was in place within the limits of the right of way. In order to construct fill slopes it was necessary to move this fence back to the right of way line, and as this work is not included in the contract, your approval of the Extra Work Order will be appreciated.

Additional project authorization will not be requird.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG
Encl.

cc R. H. Baldock.

H/R

Form 338—5M—2-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 1, 1934

Section Wallowa- Lostine

Kind of work Grading, surfacing and oiling

Highway Wallowa Lake

Section prefix 32 PD

Contractor Hart Construstion Co.

Contract number 1590

Date of contract Jan. 18 1934, 193

Date of completion August 31, 1934

Date work started Feb. 5, 1934, 193

Estimated date of completion August 31, 1934

Amount of contract $83, 867.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 84,663.24 ~~[illegible]~~

Per cent of contract completed, based on total contract price 100. %

Engineering costs to date, $ 6224.78, 7.4 %

Date project was completed Aug.31, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Hart Construction Co.finished their contract Friday August 31.

We have the final estimate almost all ready to send and should have it in some time early next week.

The last two days we have been working on the survey for the bridge in the town of Elgin.

RECEIVED
SEP - 1934

NOTED
H. G. SMITH

Signed

Address Wallowa Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MA ENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.89	8.89		8.89	
Miles partially completed					
Miles completed	8.89	8.89		8.89	
Total estimated quantities	21,860	49,643	1884	6,247	
Estimated quantities moved or placed to date	21,860	49,643	1884	6,247	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week 7 men					

Percentages of men employed on contract to be secured from: LaGrande Employment office

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Wallowa COUNTY	Union COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5	2					
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	clear		
Monday	clear		
Tuesday	clear		
Wednesday	clear		
Thursday	clear		
Friday	clear		
Saturday	clear		

Stencil No. 124

PR 40-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRH 40-B & C

June 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By LCaufield
L. J. Caufield
Highway Engineer

Encls.

Jron

Hypr. 19786

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-40, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 23rd day of August, 1933, a revised project statement, which was approved by the Secretary on the 20th day of September, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, one hundred five and 12/100 dollars ($19,105.12) as the share of the United States payable under said act on account of Section C of said project, which is ~~does not exceed the authorized Federal percentage of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

In the city of Wallowa, between survey station 706+75.1 at the west city limits and survey station 776+31.6 at the east city limits (excepting therefrom the portion between stations 751+12 and 757+11.5) and in the City of Lostine, between survey station 1149+11.1 at the north city limits and survey station 1179+28.2 at the ¼ corner common to Sections 10 and 15, T 1 S, R 43 E, W.M., length 1.670 miles, in Wallowa County, being Section C of Oregon U.S. Public Works project No. NRM-40-, consisting of 1.670 miles of roadway and no bridges, of more than 20 feet clear span, known locally as the Wallowa-Lostine Section of the Wallowa Highway between official control points Minam and Enterprise.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of nineteen thousand, one hundred five and 12/100 dollars ($19,105.12), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~ the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRM-40-C. State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,105.12 as the total estimated cost of said project, and the sum of $ 19,105.12 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty four

Secretary of Agriculture
~~Secretary of Agriculture~~

U. S. GOVERNMENT PRINTING OFFICE 1931 3—4829

By
Acting Chief, Bureau of Public Roads

FORM S-M-1 15081 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 9, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. W. G. Smith

Dear Sir:

I am enclosing State Force Work Order on contract projects, covering the extension of three concrete box culverts on the Wallowa-Lostine Project.

These culverts are barely 24 ft. in length and it was originally thought not necessary to extend them. Since the gravel topping has been placed, however, the narrowness of the culverts in comparison with the balance of the roadbed, is very noticeable and in addition creates a traffic hazard. It therefore appears that the culverts should be extended.

The contractor is not equipped to do this work and furthermore does not have sufficient time. The construction by State forces is therefore desirable, no additional authorization being required as there will be a slight under-run in the contract amount.

Very truly yours,

WC Williams

Division Engineer.

WCW:GG
Encl.
cc R. H. Baldock.

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

June 8, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to initial voucher for Oregon U. S. Public Works project No. NRH 40-B, covering period from February 6, 1934, to May 10, 1934, submitted in amount of $22,673.35.

Attention is called to the fact that Federal Aid and National Recovery Highway funds have been set up for this project in ratios of 60% and 40%, respectively. This makes the following distribution for this voucher:

Federal Aid Funds,	$13,604.01
National Recovery Hwy. Funds,	9,069.34

The voucher is being recommended in the amount submitted. On future vouchers please distribute claims between these two funds in these ratios. In the case of the final voucher, however, it is permissable to exhaust the total amount set up for either fund, provided claims for Federal Aid remain within the legal limit.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

PR 40-B

Hy pr 19785

Form P. R. 2
State Oregon
U.S.Public Works Project No. NRH-40, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

Jon.

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 23rd day of August, 1933, a revised project statement, which was approved by the Secretary on the 20th day of September, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventy-three thousand, one hundred forty-eight and 57/100 dollars ($73,148.57) as the share of the United States payable under said act on account of Section B of said project, which is ~~does not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 706+75.1 in the SW¼ of Section 11, T 1 N, R 42 E, and survey station 1149+11.1 in the SW¼ of Section 10, T 1 S, R 43 E, W.M., (excepting therefrom the portion between survey stations 715+10 and 776+31.6)

, length 7.198 miles, in Wallowa County, being Section B of Oregon U.S.Public Works project No. NRH-40, consisting of 7.198 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~ known locally as the Wallowa-Lostine Section of the Wallowa Highway between official control points Minam and Enterprise.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The total amount of Federal funds allotted to this project is $73,148.57 This sum is divided as follows: $29,259.43 to be charged against the allotments made under Section 204 of the National Industrial Recovery Act and $43,889.14 against the regular Federal aid appropriation.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of seventy-three thousand, one hundred forty-eight and 57/100 dollars ($73,148.57), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($ is)~~ the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRH-40-B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 73,148.57 as the total estimated cost of said project, and the sum of $ 73,148.57 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal~~ ~~[illegible]~~ total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture.~~

GOVERNMENT PRINTING OFFICE: 1931 8—4829

by
Acting Chief, Bureau of Public Roads

FORM 8-H-1 13091 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

40 Bc

April 6, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Attention: Mr. H. G. Smith

Dear Sir:

Some time ago I submitted to Mr. Bishop betterment orders covering the construction of a O-11 type oil mat wearing surface on the unoiled section of the Wallowa Lake Highway between Lostine and Wade's Point.

Mr. Bishop replied that this should be covered on an order for State Force work, and I have therefore prepared an order for State Force work on contract projects in the amount of $5,857.00.

It will be necessary to purchase 750 cubic yards of aggregate which can be purchased from the Hart Brothers Construction Company. The work will be done by State oiling crew #5 at the time we are in Wallowa County for the reoiling of the Wade's Point-Enterprise Section.

We have an approved betterment order covering the stabilization of the present grade with pitrun gravel, the intention being to remove the present surfacing, place the gravel and replace the present surfacing to form a surface upon which to construct the oil mat wearing surface.

Although it was Mr. Bishop's request that this be submitted as an order for State Force work, it appears to me that there is considerable doubt as to our ability to incorporate this as a portion of the Wallowa-Lostine Project inasmuch as it means an extension of 1.9 miles.

Very truly yours,

WC Williams
Division Engineer.

WCW:OC
Encl.

cc R. H. Baldock.

FORM 5-M-1 13081 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISKER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE REFER TO FILE NO.

Ard

40-B

April 4, 1934.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I wish your opinion relative to Federal requirements pertaining to hand labor methods on the construction of oil surface treatments.

Federal requirements state definitely that on bituminous macadam surfaces all chips which include key rock, shall be spread by hand labor methods. However, this provision is not contained in the requirements for surface treatments.

The Hart Construction Company who are to place an O-11 oil mat surface treatment on the Wallowa-Lostine Section, state that at the time they bid the job it was their interpretation of the specifications that it would not be necessary to spread chips by hand labor methods. On studying the specifications quite carefully I can see nothing to indicate that their position is correct. Will you kindly advise what your interpretation of this situation is.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

State Highway Engineer
NOTED

4-B

February 13, 1934

Hart Construction Co.
Box 824
La Grande, Oregon

Gentlemen:

We are forwarding today, for your records and files, an executed copy of the contract recently awarded to you for the grading, surfacing and oiling of the Wallowa-Lostine Section of the Wallowa Lake Highway in Wallowa County, which contract was awarded by the State Highway Commission.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

40B

February 1, 1934

Hart Construction Co.
P. O. Box 824
La Grande, Oregon

Gentlemen:

On January 30th we wrote you advising that the labor for your contract for regrading and surfacing on the Wallowa-Lostine Section should be obtained through the National Reemployment Office at Ontario.

Today we received a letter from the National Reemployment Service at Portland stating that a Regional Office has been established in Pendleton, and that labor for the Wallowa-Lostine Project will be furnished through this office. You will, therefore, please address your requests for labor to the National Reemployment Office, Elks Temple Building, Pendleton, Oregon.

We hope that the Pendleton office will prove more convenient to you because of its closer proximity to your job.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by F. Alvick/ME

cc Mr. W. C. Williams
Edward Chidsey

40B

January 30, 1934

Hart Construction Co.
P. O. Box 824
La Grande, Oregon

Gentlemen:

The National Reemployment Office at Portland has given notice that the labor for the Wallowa-Lostine regrading and surfacing project is to be furnished from Ontario.

The applications for labor lists should, therefore, be addressed to the National Reemployment Office, Ontario, Oregon, instead of Enterprise, Oregon, as was stated in our letter of January 20th.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ME

cc Mr. W. C. Williams
Edward Chidsey

January 24, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement on the Wallowa-Lostine Section, Projects No. NRH 40-B and NRH 40-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department National Recovery Project

WALLOWA-LOSTINE SECTION OF THE

WALLOWA LAKE HIGHWAY IN WALLOWA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 23, 1934

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH-40-B

4,660	cu. yds.	Excavation, Single Classification	$ 0.40	$ 1,864.00
1,360	yd. sta.	Overhaul	0.02	27.20
90	yd. mi.	Truck Haul	0.15	13.50
11,770	cu. yds.	Special Borrow	0.26	3,060.20
24,160	yd. mi.	Hauling Special Borrow	0.13	3,140.80
50	lin. ft.	12" Corr. Iron Pipe	1.50	75.00
320	" "	18" " " "	2.75	880.00
20	" "	24" " " "	3.00	60.00
70	" "	24" " " Siphon Pipe	3.25	227.50
5	cu. yds.	Class "A" Concrete	30.00	150.00
39,300	" "	Selected Roadbed Topping	0.33	12,969.00
70,500	yd. mi.	Hauling " "	0.13	9,165.00
6,750	cu. yds.	Crushed Gravel Surfacing	1.45	9,787.50
800	M-Gal.	Sprinkling	1.75	1,400.00
2,400	cu. yds.	Filler	0.30	720.00
4,800	yd. mi.	Hauling Filler	0.13	624.00
4,900	cu. yds.	Mineral Aggregate in Place	2.25	11,025.00
90	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	2,700.00
287	"	No. 3 Oil in Place	30.00	8,610.00
		Sub-total		$ 66,498.70
		10% Engr. & Cont.		6,649.87
		Total		$ 73,148.57

Length of Roadwork	7.198 miles
" " 2 Bridges	.020 "
Total length	7.218 "
Cost per mile	$ 10,162.34

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM-40-C

City of Wallowa (20' Roadway) Sta. 715+10 to 737+30)
(Sta. 757+11.5 to 776+31.6)

1,500	cu. yds.	Excavation, Single Classification	$ 0.40	$ 600.00
240	yd. sta.	Overhaul	0.02	4.80
1,710	yd. mi.	Truck Haul	0.15	256.50
810	cu. yds.	Special Borrow	0.26	210.60
2,080	yd. mi.	Hauling Special Borrow	0.13	270.40
140	lin. ft.	18" Corr. Iron Pipe	2.75	385.00
50	" "	24" " " "	3.00	150.00
50	" "	36" " " "	5.00	250.00
4,850	cu. yds.	Selected Roadbed Topping	0.33	1,600.50
11,200	yd. mi.	Hauling " "	0.13	1,456.00
880	cu. yds.	Crushed Gravel Surfacing	1.45	1,276.00
95	M-Gal.	Sprinkling	1.75	166.25
310	cu. yds.	Filler	0.30	93.00
620	yd. mi.	Hauling Filler	0.13	80.60
560	cu. yds.	Mineral Aggregate in Place	2.25	1,260.00
11	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	330.00
35	"	No. 3 Oil in Place	30.00	1,050.00
				$ 9,447.65

City of Lostine (20' Roadway) (Sta. 1149+11.1 to 1179+28.2)

520	cu. yds.	Special Borrow	0.26	$ 135.20
400	yd. mi.	Hauling Special Borrow	0.13	52.00
10	lin. ft.	12" Corr. Iron Pipe	1.50	15.00
10	" "	18" " " "	2.75	27.50
3,100	cu. yds.	Selected Roadbed Topping	0.33	1,023.00
1,600	yd. mi.	Hauling " "	0.13	208.00
510	cu. yds.	Crushed Gravel Surfacing	1.45	739.50
70	M-Gal.	Sprinkling	1.75	122.50
200	cu. yds.	Filler	0.30	60.00
400	yd. mi.	Hauling Filler	0.13	52.00
390	cu. yds.	Mineral Aggregate in Place	2.25	877.50
8	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	240.00
23	"	No. 3 Oil in Place	30.00	690.00
				$ 4,224.00

Sub-total	$ 13,671.65
10% Engr. & Cont.	1,367.16
Total (20' Roadway)	$ 15,038.81

Length 1.408 miles
Cost per mile $ 10,680.97

City of Wallula (39' Roadway) (Sta. 737+30 to 751+12)

2,320 cu. yds.	Excavation, Single Classification	$ 0.40	$ 928.00
1,050 " "	Selected Roadbed Topping	0.33	346.50
1,700 yd. mi.	Hauling Roadbed Topping	0.13	221.00
360 cu. yds.	Crushed Gravel Surfacing	1.45	522.00
35 M-Gal.	Sprinkling	1.75	61.25
90 cu. yds.	Filler	0.30	27.00
180 yd. mi.	Hauling Filler	0.13	23.40
350 cu. yds.	Mineral Aggregate in Place	2.25	787.50
6 tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	180.00
20 "	No. 3 Oil in Place	30.00	600.00
	Sub-total		$ 3,696.65
	10% Engr. & Cont.		369.66
	Total, 39' Roadway		$ 4,066.31

Length 0.262 mile
Cost per mile $ 15,520.26

Items	Total Cost	Regular Fed. Aid Funds	NRH Funds	NRM Funds
Proj. NRH-40-B	$73,148.57	$43,889.14	$29,259.43	$ - -
Proj. NRM-40-C				
20' Roadway	15,038.81	- -	- -	15,038.81
39' Roadway	4,066.31	- -	- -	4,066.31
	$92,253.69	$43,889.14	$29,259.43	$ 19,105.12

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1930
State Funds for Maintenance: Chap. 41, laws 1927

January 22, 1934

Mr. W. C. Williams
Highway Division Engineer
La Grande, Oregon

Dear Sir:

When the resident construction engineer is assigned to the Hart Construction Company contract for grading and surfacing on the Wallowa-Lostine Section of the Wallowa Lake Highway, will you please request him to wire W. H. Lynch, District Engineer, U. S. Bureau of Public Roads at Portland, advising him of the commencement of the work, on the day that work is started on the project. In the wire the project should be referred to as NRM 40-C, if work is started first on the municipal section of the contract, or NRM 40-B, if work is started first on the highway section. Mr. Lynch should be advised by letter when work is started on the section other than the one first reported.

Work on the project will be considered to have started on the day that camp erection, or any other work of a manual nature, is commenced at the site of the project. The date of commencement of work, as later shown on the monthly and final estimates, must be the same as that used in your notice to Mr. Lynch.

A confirmation copy of the wire to Mr. Lynch should be sent to the Salem Office by mail.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by R. Alvick/ER

cc Resident Engineer

40-R

January 20, 1934

Hart Construction Company
P. O. Box 824
La Grande, Oregon

Gentlemen:

For use in connection with the Wallowa-Lostine Regrading and Surfacing Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office at Enterprise, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

National Employment
Office [illegible]
Ontario

SHP:ER

cc W. C. Williams

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 18, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U. S. Public Works project NRH 40-B and NRM 40-C, Wallowa-Lostine section of the Wallowa Lake Highway, to the Hart Construction Co., La Grande, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

FORM 8-H-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 5, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

Herewith please find resolution (in duplicate) passed in open session by the City Council of Lostine January 2, 1934, and signed by W. V. Kuhn, Mayor of Lostine, signifying approval of the improvements proposed by Oregon State Highway Commission under NRM Project 40-C.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By

Office Engineer.

WWS V

cc Mr. Baldock.

Incls.

FORM S-H-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 5, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

Herewith please find resolution (in duplicate) passed in open session by the City Council of Pendleton December 29, 1933, and signed by J. E. Allen, Mayor of Pendleton, signifying approval of the improvements proposed by Oregon State Highway Commission under NRM Project 40-B.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By W. V. Stiffler
Office Engineer.

WWS V

cc Mr. Baldock

Incls.

FORM S-M-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 5,1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. E. G. Smith:

Dear Sir:

Herewith please find resolution, (in duplicate), passed in open session by the City Council of Wallowa, January 2, 1934, and signed by L. F. Allen, Mayor of Wallowa, signifying approval of the improvements proposed by Oregon State Highway Commission under NRM 40-C.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By

Office Engineer.

WWS V

cc Mr. Baldock.

Incls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

January 2, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of December 28th signed by Mr. Probert advising you will widen to 22' the three small structures on Proposed U. S. Public Works project Oregon 40-B. As the grade is at least 27' and the 0-11 oiling 20', we do not believe the 22' width is satisfactory.

In confirming conversation between you and Mr. Davis on the 29th we request that the minimum widening of these structures te to at least 24'. The substructures can be widened by State forces as per our conversation.

Approval is being withheld pending adjustment of this matter.

Very truly yours,

W. H. Lynch

[illegible]. H. LYNCH
District Engineer

[illegible]

January 2, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We refer now to your letter of December 27th, and our letter of December 28th, in regard to the widening of the wood bridge structures on the Wallowa-Lostine Project (NRH 40-B).

In view of the objections voiced by Mr. Davis to our proposal to widen the structures to twenty-two feet, we now agree to increase the width to twenty-four feet.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc C. B. McCullough
Office

December 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Send copy to
Mr. McCullough

Dear Sir:

Reference is made to your letter of December 27th, in regard to the existing bridge structures on the Wallowa-Lostine Project (NRH 40-B).

In our maintenance budget for 1934, we have made provision for the redecking of all of these bridges, and it is a part of the plan to construct the new decks as wide as the existing sub-structure will permit. This will not be less than 22 feet in any instance and may be 24 feet.

The bridges were built in 1921. They are easily good for another five years, and we, therefore, do not feel that they should be replaced with new structures at this time. Furthermore, it would be very difficult for us to finance their replacement at this time.

The 22-foot width which will be provided is quite adequate, we think, for the comparatively light traffic which the Wallowa Lake Highway will carry for the next several years. We, therefore, hope that the plan which we have outlined above will meet with your approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

December 27, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In reviewing the plans for Oregon U. S. Public Works project NRH 40-B, it is noted that at Sta. 813+50 and also at Sta. 855+24, there are timber cattle passes with 7' spans and only 20' roadway; also at Sta. 868 there is a 26' timber structure with only 18' roadway.

As the oil surfacing is to be 20' wide on this project and the roadbed 27' except for one or two culverts where it is restricted to 24', widening of the above structures should be provided for, and preferably in this grading and surfacing contract.

P. S. & E. papers are being held pending your reply.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

[illegible]

[illegible]

[illegible]

[illegible] 813 — to widen to 24'

868 — Widen to 2[illegible]'

December 27, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In reviewing the plans for Oregon U. S. Public Works project NRH 40-B, it is noted that at Sta. 813+50 and also at Sta. 855+24, there are timber cattle passes with 7' spans and only 20' roadway; also at Sta. 868 there is a 26' timber structure with only 18' roadway.

As the oil surfacing is to be 20' wide on this project and the roadbed 27' except for one or two culverts where it is restricted to 24', widening of the above structures should be provided for, and preferably in this grading and surfacing contract.

P. S. & E. papers are being held pending your reply.

Very truly yours,

W. H. LYNCH
District Engineer

December 26, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of page three of the estimate to accompany plans for the Wallowa-Lostine Section, Project Nos. NRH-40-B and NRH-40-C. These papers are revised to correct an error made in the summary of funds shown on the estimate sent to you previously.

We are, likewise, enclosing five copies of page 24 of the special provisions, on which page a specification has been added, requiring the contractor to provide flagmen, pilot cars, etc., for the handling of traffic during construction operations.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRH 40-B and NRM 40-C, Wallowa-Lostine section of the Wallowa Lake Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

We should have, at your early convenience, copies of the customary town resolution from the city of Wallowa and the city of Lostine.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRH 40-B and N M 40-C, Wallowa-Lostine section of the Wallowa Lake Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

We should have, at your early convenience, copies of the customary town resolution from the city of Wallowa and the city of Lostine.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

?)

December 23, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Wallowa-Lostine Section, Project Nos. NRM-40-B and NRM 40-C.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department **National Recovery Project**

WALLOWA-LOSTINE SECTION OF THE

WALLOWA LAKE HIGHWAY IN WALLOWA COUNTY

Estimate on basis for project agreement, based on [illegible] unit prices.

~~(Estimate to accompany plans. Not as basis for project agreement).~~

Salem, Oregon, ~~December 23, 1933~~ January —, 1934.

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH-40-B

	4,660	cu. yds.	Excavation, Single Classification	0.40	$ 0.35	$ 1,631.00	1,864.00
	1,360	yd. sta.	Overhaul	0.02	0.03	40.80	27.20
	90	yd. mi.	Truck Haul	0.15	0.15	13.50	13.50
	11,770	cu. yds.	Special Borrow	0.26	0.30	3,531.00	3,060.20
	24,160	yd. mi.	Hauling Special Borrow	0.13	0.15	3,624.00	3,140.80
	50	lin. ft.	12" Corr. Iron Pipe	1.50	1.50	75.00	75.00
	320	" "	18" " " "	2.75	2.00	640.00	880.00
	20	" "	24" " " "	3.00	3.00	60.00	60.00
	70	" "	24" " " Siphon Pipe	3.25	3.50	245.00	227.50
	5	cu. yds.	Class "A" Concrete	30.00	30.00	150.00	150.00
	39,300	" "	Selected Roadbed Topping	0.33	0.30	11,790.00	12,969.00
	70,500	yd. mi.	Hauling " "	0.13	0.15	10,575.00	9,165.00
	6,750	cu. yds.	Crushed Gravel Surfacing	1.45	1.30	8,775.00	9,787.50
	800	M-Gal.	Sprinkling	1.75	1.75	1,400.00	1,400.00
	2,400	cu. yds.	Filler	0.30	0.30	720.00	720.00
	4,800	yd. mi.	Hauling Filler	0.13	0.15	720.00	624.00
	4,900	cu. yds.	Mineral Aggregate in Place	2.25	3.00	14,700.00	11,025.00
	90	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	28.00	2,520.00	2,700.00
287	287	"	No. 3 Oil in Place	30.00	28.00	8,036.00	8,610.00
	~~240~~	~~"~~	~~Tar in Place~~		~~25.00~~	~~(Alternate)~~	

Sub-total	$ 69,246.30	66,498.70
10% Engr. & Cont.	6,924.63	6,649.87
Total	$ 76,170.93	73,148.57

Length of Roadwork	7.198 miles
" " 2 Bridges	.020 "
Total length	7.218 "

Cost per mile $ 10,582.23 $10,162.34

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM-40-C

City of Wallowa (20' Roadway) Sta. 715+10 to 737+30)
(Sta. 757+11.5 to 776+31.6)

1,520	cu. yds.	Excavation, Single Classification	0.40	$ 0.35	$ 532.00	608.00
240	yd. sta.	Overhaul	0.02	0.03	7.20	4.80
1,710	yd. mi.	Truck Haul	0.15	0.15	256.50	256.50
810	cu. yds.	Special Borrow	0.26	0.30	243.00	210.60
2,080	yd. mi.	Hauling Special Borrow	0.13	0.15	312.00	270.40
140	lin. ft.	18" Corr. Iron Pipe	2.75	2.00	280.00	385.00
50	" "	24" " " "	3.00	3.00	150.00	150.00
50	" "	36" " " "	5.00	5.00	250.00	250.00
4,850	cu. yds.	Selected Roadbed Topping	0.33	0.30	1,455.00	1,600.50
11,200	yd. mi.	Hauling " "	0.13	0.15	1,680.00	1,456.00
880	cu. yds.	Crushed Gravel Surfacing	1.45	1.30	1,144.00	1,276.00
95	M-Gal.	Sprinkling	1.75	1.75	166.25	166.25
310	cu. yds.	Filler	0.30	0.30	93.00	93.00
620	yd. mi.	Hauling Filler	0.13	0.15	93.00	80.60
560	cu. yds.	Mineral Aggregate in Place	2.25	3.00	1,680.00	1,260.00
11	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	28.00	308.00	330.00
35	"	No. 3 Oil in Place	30.00	28.00	980.00	1,050.00
~~41~~	~~"~~	~~Tar in Place~~		~~25.00~~	~~(Alternate)~~	
					$ 9,629.95	9,447.65

City of Lostine (20' Roadway) (Sta. 1149+11.1 to 1179+18.2)

520	cu. yds.	Special Borrow	0.26	$ 0.30	$ 156.00	135.20
260	yd. mi.	Hauling Special Borrow	0.13	0.15	39.00	33.80
10	lin. ft.	12" Corr. Iron Pipe	1.50	1.50	15.00	15.00
10	" "	18" " " "	2.75	2.00	20.00	27.50
3,100	cu. yds.	Selected Roadbed Topping	0.33	0.30	930.00	1,023.00
1,600	yd. mi.	Hauling " "	0.13	0.15	240.00	208.00
510 510	cu. yds.	Crushed Gravel Surfacing	1.45	1.30	663.00	739.50
70	M-Gal.	Sprinkling	1.75	1.75	122.50	122.50
200	cu. yds.	Filler	0.30	0.30	60.00	60.00
400	yd. mi.	Hauling Filler	0.13	0.15	60.00	52.00
390	cu. yds.	Mineral Aggregate in Place	2.25	3.00	1,170.00	877.50
8	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	28.00	224.00	240.00
23	"	No. 3 Oil in Place	30.00	28.00	644.00	690.00
~~28~~	~~"~~	~~Tar in Place~~		~~25.00~~	~~(Alternate)~~	
					$ 4,343.50	4,224.00
		Sub-total			$13,973.45	13,671.65
		10% Engr. & Cont.			1,397.34	1367.16
		Total (20' Roadway)			$15,370.79	15,038.81

Length	1.408 miles
Cost per mile	$ 10,916.75 #10,680.97

City of Kellogg (39' Roadway) (Sta. 737+30 to 751+12)

2,320	cu. yds.	Excavation, Single Classification	0.40	$ 0.35	$ 812.00	928.00
1,050	" "	Selected Roadbed Topping	0.33	0.30	315.00	346.50
1,700	yd. mi.	Hauling " "	0.13	0.15	255.00	221.00
360	cu. yds.	Crushed Gravel Surfacing	1.45	1.30	468.00	522.00
35	M-Gal.	Sprinkling	1.75	1.75	61.25	61.25
90	cu. yds.	Filler	0.30	0.30	27.00	27.00
180	yd. mi.	Hauling Filler	0.13	0.15	27.00	23.40
350	cu. yds.	Mineral Aggregate in Place	2.25	3.00	1,050.00	787.50
6	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	28.00	168.00	180.00
20	"	No. 3 Oil in Place	30.00	28.00	560.00	600.00
~~24~~	~~"~~	~~Tar in Place~~		~~25.00~~	~~(Alternate)~~	
		Sub-total			$ 3,743.25	3,696.65
		10% Engr. & Cont.			374.32	369.66
		Total, 39' Roadway			$ 4,117.57	4,066.31

Length	0.262 mile
Cost per mile	$ 15,715.91 #15,520.26

Items	Total Cost	Regular Fed. Aid Funds	NRH Funds	NRM Funds
	76,70[illegible]	[illegible]	30,468.11	
Proj. NRH-40-B	$70,170.93	$42,102.55(60%)	$28,068.38	$ ———
Proj. NRM-40-C				
20' Roadway	15,370.79	———	———	15,370.79
39' Roadway	4,117.57	———	———	4,117.57
	$89,659.29	$42,102.55	$28,068.38	$19,488.36
	[illegible]	[illegible]	30,468.11	
Proj. NRH-40-B	#73,148.57	43,889.14	29,259.43	———
Proj. NRM-40-C				
20' Roadway	15,038.81	———	———	15,038.81
39' Roadway	4,066.31	———	———	4,066.31
	#92,253.57	#43,889.14	#29,259.43	#19,105.12

Length	1.408 miles
Cost per mile	$ 10,916.75

City of Wallowa (39' Roadway) (Sta. 737+30 to 751+12)

2,320	cu. yds.	Excavation, Single Classification	$ 0.35	$ 812.00
1,050	" "	Selected Roadbed Topping	0.30	315.00
1,700	yd. mi.	Hauling " "	0.15	255.00
360	cu. yds.	Crushed Gravel Surfacing	1.30	468.00
35	M-Gal.	Sprinkling	1.75	61.25
90	cu. yds.	Filler	0.30	27.00
180	yd. mi.	Hauling Filler	0.15	27.00
350	cu. yds.	Mineral Aggregate in Place	3.00	1,050.00
6	tons	Emulsified or Cut-back Asphalt in Seal Coat	28.00	168.00
20	"	No. 5 Oil in Place	28.00	560.00
24	"	Tar in Place	25.00	(Alternate)
			Sub-total	$ 3,743.25
			10% Engr. & Cont.	374.32
			Total, 39' Roadway	$ 4,117.57

Length	0.262 mile
Cost per mile	$ 15,715.91

Items	Total Cost	Regular Fed. Aid Funds	NRH Funds	NRM Funds
Proj. NRH-40-B	$76,170.93	$45,702.55 (60%)	$30,468.37	$ --
Proj. NRM-40-C				
20' Roadway	15,370.79	--	--	15,370.79
39' Roadway	4,117.57	--	--	4,117.57
	$95,659.29	$45,702.55	$30,468.37	$19,488.36

CONTRACT#1591,

NRS 219-B Branch of Chehalem Cr. Br. 1934

1591

Federal

April 23, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are returning herewith the corrected copies of final voucher for the Branch of Chehalem Creek Bridge, Project No. NRS 219-B. The amount of the revised voucher is $3,486.25.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

3,450.25 Charged as of 4/27/35
3486.25
36.00 Additional [illegible]

J 47

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 20, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith the original and two memorandum copies of the final voucher for Oregon USPW project NRS 219-B.

Apparently the total shown for engineering on the bridge should be $795.06, and if so, the amount claimed can be increased by $36.00. If you wish to correct the voucher, we will make the corresponding changes on the memorandum copy we have retained. If you prefer to return the voucheras it is, we will recommend it for payment as submitted.

Very truly yours,

W. H. LYNCH
District Engineer
By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Encl.

Federal

April 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

in amount 345.25

Dear Sir:

Herewith are enclosed four copies of final Federal Aid Voucher for the Branch of Chehalem Creek Bridge, Project No. NRS 219-B.

We are, likewise, sending under separate cover five blueprint copies each of the structure layout sheet and roadway plan sheet No. 3, which sheets have been revised to indicate the bridge and roadway approaches as constructed.

The total length of the project is not changed, but the revised lengths of the bridge and roadway approaches are as given in the summary of completed Federal Aid work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

#1591

MRC 219B

August 15, 1934.

Mr. H. B. Glaisyer

For your information, the bridge over the branch of Chelam Creek in Yamhill County, Contract No. 1591, for which Shattuck & Neland were the contractors, was completed on August 4, 1934.

Will you please get authorization from the Commission for us to pay the final estimate?

W A Reeves

W. A. Reeves

Approved by Commission 8/17/34

HBG

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

Ore. U.S.P.W. NRS 219-B

May 31, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~[illegible]~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Ton

Agr 19519

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRS-219, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of April, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 27th day of October, 1933, a project statement, which was approved by the Secretary on the 10th day of November, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, forty-three and 42/100 dollars ($19,043.42) as the share of the United States payable under said act on account of Section B of said project, which is ~~does not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8--5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **under provisions of the National Industrial Recovery Act.**
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 31+60 and survey station 39+30 all in the SW¼ of Section 18, T 3 S, R 2 W, W.M.,**

, length **0.145 of a** miles/ in **Yamhill** County, being Section **B** of **Oregon U.S.Public Works** project No. **NRS-219**, consisting of **0.089 of a** miles/ of roadway and **one** bridges/ ~~each~~ of more than 20 feet clear span, **0.056** of a mile in length, **known locally as Branch of Chehalem Creek Bridge Section of Yamhill-Newberg State Secondary Highway.**

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section **B** of said project shall not in any event exceed the sum of **nineteen thousand, forty-three and 42/100** dollars ($ **19,043.42**), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

d~~ollars ($~~ **is** ~~xxxx)~~, the approved total estimated cost of Section **B** of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.**
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 17 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

XXXXXXXXXXXXXXXXXXXX.

By

Acting Chief, Bureau of Public Roads

#1591

Form PR. 3 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRS-219-B. State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,043.42 as the total estimated cost of said project, and the sum of $ 19,043.42 as the share of the United States, payable under said acts on account of such project, which is the ~~[illegible]~~ ~~pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 17 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

By [illegible]
Acting Chief, Bureau of Public Roads

#1591

217-B

March 15, 1934

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention: V. O. Fudge.

Gentlemen:

Receipt is acknowledged of your letter of March 14th concerning Shattuck & Noland, contractors.

Please be advised that the above firm have Contract No. 1562 for the construction of a bridge over Chehalem Creek on the Yamhill-Newberg Secondary Highway in Yamhill County. The bond furnished in connection with this contract was written by the United States Fidelity & Guaranty Company for whom C. O. Price who has offices in the Porter Building, Portland, Oregon, is resident agent. The amount of bond is $3,980.00 and the completion date of the contract is April 30, 1934.

The above firm also have Contract No. 1591, for the construction of a bridge over a branch of Chehalem Creek on the Yamhill-Newberg Secondary Highway in Yamhill County near Newberg. The amount of bond fuenished in connection with this contract is $17,312.20 and was written by the firm as noted above. The completion date of this contract is July 31, 1934.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

6TH FLOOR YEON BUILDING
Portland, Oregon
ATWATER 9521

March 14, 1934

Oregon State Highway Department,
Salem, Oregon

Gentlemen:

RE: SHATTUCK & NELAND
(Newberg Account)
Chehalem River Bridge

We desire to extend credit to the subject on their job building a bridge over the Chehalem River near Newberg, Oregon and would greatly appreciate your advising us the number of this contract, the amount of the bond, name of bonding company's agent and date of completion.

We are enclosing a business reply envelope for your convenience.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

District Credit Supervisor.

PJO:M

219-B

February 13, 1934

Shattuck & Neland
2014 N. W. Glisan Street
Portland, Oregon

Gentlemen:

We are forwarding by express, for your records and files, an executed copy of the contract recently awarded to you for state highway bridge construction over the branch of Chehalem Creek on the Yamhill-Newberg Secondary Highway in Yamhill County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

219D

February 13, 1934

Hon. W. E. Barke
Route 3
Sherwood, Oregon

Dear Sir:

Reference is made to your recent complaint with regard to the cost of a certain trestle which we are constructing over a branch of Chehalem Creek at Mile 11.4 on the Yamhill-Newberg Secondary Highway at an estimated cost of $17,312.20.

We have compared this with the cost of the construction of an 8x10 box culvert, and find that such a culvert would have to carry a slight head during flood periods, with the consequent danger of erosion and fill saturation whereas the trestle provides an unrestricted waterway flow. The construction of such a culvert and a fill would amount to approximately $18,800 without any surface. The bridge will have a concrete pavement with two sidewalks. Eliminating the sidewalks, the concrete pavement would cost $2,000, making the cost of the comparable construction $3,500 in excess of that proposed. A gravel oiled surface would cost $800, so that the culvert, fill and oiled road would cost $1500 more than the proposed construction.

I trust this will answer your inquiry.

Very truly yours,

State Highway Engineer

RHB:HI

February 9, 1934.

Mr. [illegible]

Reference is made to your discussion with Senator Burke the other day, the same having to do with a certain trestle which we are constructing over a branch of Chehalem Creek at Mile 11.4 on the Yamhill-Newberg Secondary Highway, Senator Burke's contention being that money could be saved by means of a culvert and fill.

I am attaching herewith an estimate showing the cost of a fill with a 2[illegible] foot roadway and [illegible] foot concrete pavement prepared by Mr. Chandler's office.

You will note that the cost of a fill and box culvert will amount to $20,827.00. The price for the trestle design upon which the contract was awarded was $17,312.00, indicating a saving of $3,515.00 through the use of the design which we adopted.

In addition to the saving in cost, the following advantages accrue through the use of the trestle design (the one adopted):

1. There is no question in reference to the adequacy of the waterway in the case of the trestle design, whereas for the alternate we have used an 8x10 box culvert providing a clear opening of 80 square feet as against a high water cross-section indicated on the plans 70 feet in width and 8 feet in depth at its deepest point, thus producing a flood flow cross-section of approximately [illegible] feet. The culvert therefore would flow under a slight head during flood periods, with the consequent danger of erosion and fill saturation whereas the trestle provides an unrestricted waterway flow.

2. The trestle carries a concrete deck 24 feet in width and two 3'6" sidewalks as against a 20 foot concrete without sidewalks for the alternate.

3. The trestle permits immediate use of a paved roadway whereas the fill could not be paved until it had been settled, thus affording a greater temporary inconvenience to traffic.

4. The bid price for the bridge ($17,312.20) includes the short embankments at the ends of the bridge and a temporary two course rock surface whereas the alternate estimate (for culvert and fill) includes only the work between the ends of the bridge proper. This embankment work involves $1,988.00 of additional expense, so if this be deducted, the saving for the trestle type will be increased from $3,514.80 to $5,502.80.

All things considered, therefore, I fail to see that there is much argument for any change in design at this point.

C. B. McCullough

CBM:AP

Alternate Cost - Chehalem Creek Bridge

26 foot Roadway, 20 foot Concrete Pavement

16,000 cu.yds	Embankment	$ .50	$8,000.00
700 sq.yds	Portland Cement Pavement	2.75	1,925.00
550 cu.yds	Rock Shoulder & Subbase	2.00	1,100.00
110 cu.yds	Filler	.50	55.00
60 yd.mi.	Filler Haul	.20	12.00
All Required	Remove Old Bridge		75.00
330 cu.yds	Class "A" Concrete	20.00	6,600.00
51,000 lbs.	Reinforcing Steel	.06	3,060.00
			$20,827.00

Alternate Cost - Chehalem Creek Bridge

26 foot Roadway, 20 foot Concrete Pavement

16,000 cu.yds	Embankment	$ .50	$8,000.00
700 sq.yds	Portland Cement Pavement	2.75	1,925.00
550 cu.yds	Rock Shoulder & Subbase	2.00	1,100.00
110 cu.yds	Filler	.50	55.00
60 yd.mi.	Filler Haul	.20	12.00
All Required	Remove Old Bridge		75.00
330 cu.yds	Class "A" Concrete	20.00	6,600.00
51,000 lbs.	Reinforcing Steel	.06	3,060.00
			$20,827.00

January 24, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Branch of Chehalem Creek Section, Project No. NRS 219-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 219-B

BRANCH OF CHEHALEM CREEK BRIDGE SECTION

OF THE YAMHILL-NEWBERG HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 23, 1934

Bridge

2,600	lin. ft.	Treated Piling	$0.96	$2,496.00
215	cu. yds.	Class "D" Concrete	18.00	3,870.00
49,000	lbs.	Metal Reinforcement	0.045	2,205.00
52	M-FBM	Treated Lumber	89.00	4,628.00
603	lin. ft.	Composite Handrail	3.40	2,050.20
All Required		Removal of Old Bridge		75.00
			Sub-total	$15,324.20
			10% Engr. & Cont.	1,532.42
			Total	$16,856.62

Earth Approaches

1,950	cu. yds.	Embankment in Place	$0.70	$ 1,365.00
250	" "	Lower Course Rock Surfacing	1.50	375.00
100	" "	Top " " "	2.00	200.00
40	" "	Filler	1.00	40.00
20	yd. mi.	Hauling Filler	0.40	8.00
			Sub-total	$ 1,988.00
			10% Engr. & Cont.	198.80
			Total	$ 2,186.80

Length of Structure	0.056 mile
" " Earth Approaches	0.089 "
Total length	0.145 "
Cost per mile, roadway	$24,570.78

National Recovery Secondary Highway Funds Requested:

Bridge	$16,856.62
Roadway	2,186.80
	$19,043.42

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931

State Funds for Maintenance: Chap. 41, laws 1927; Chap. 248, laws 1931

mis 219-B

January 20, 1934

Shattuck & Noland
2014 N. W. Glisan St.
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 18 for the construction of a bridge over a branch of Chehalem Creek on the Yamhill-Newberg Secondary Highway at Newberg in Yamhill County, and has awarded to you the contract for such work at your bid price of $17,312.00.

Please consider this letter as your authority and our request to commence immediate construction of this work.

Contract forms will be sent you shortly for execution.

Very truly yours

Secretary

AJ

cc Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 18, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRS 219-B, bridge over branch of Chehalem Creek on the Yamhill-Newberg secondary highway at Newberg, to Shattuck & Neland, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1934

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRS 219-B, Chehalem Creek Bridge on Yamhill-Newberg Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

January 2, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Branch of Nehalem Creek Bridge, Project No. NRS 219-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS-219-B

BRANCH OF CHEHALEM CREEK BRIDGE SECTION
OF THE YAMHILL-NEWBERG HIGHWAY IN ~~WASHINGTON~~ Yamhill COUNTY

Estimate as basis for project agreement (based on [illegible] prices)
(~~Estimate to accompany plans. Not as basis for project agreement.~~)

Salem, Oregon, ~~January 2, 1934~~ January 1934

Bridge

2,600 lin. ft.	Treated Piling	$ 1.00	.96	$ 2,600.00	2496.00
215 cu. yds.	Class "D" Concrete	22.00		4,730.00	3870.00
49,000 lbs.	Metal Reinforcement	0.06	.045	2,940.00	2205.00
52 M-FBM	Treated Lumber	100.00	89.00	5,200.00	4628.00
603 lin. ft.	Composite Handrail	4.00	3.40	2,412.00	2050.20
All Required	Removal of Old Bridge			200.00	75.00
	Sub-total			$ 18,082.00	$ 15,324.20
	10% Engr. & Cont.			1,808.20	1532.42
	Total			$ 19,890.20	16,856.62

Earth Approaches

1,950 cu. yds.	Embankment in Place	0.60	.70	$ 1,170.00	1365.00
250 " "	Lower Course Rock Surfacing	1.50	1.50	375.00	375.00
100 " "	Top " " "	2.00	2.00	200.00	200.00
40 " "	Filler	0.50	1.00	20.00	40.00
20 yd. mi.	Hauling Filler	0.20	.40	4.00	8.00
	Sub-total			$ 1,769.00	1988.00
	10% Engr. & Cont.			176.90	198.80
	Total			$ 1,945.90	2186.80

Length of Structure	0.056 mile	
" " Earth Approaches	0.089 "	
Total length	0.145 "	
Cost per mile, roadway	$ 21,864.04	24,570.78

National Recovery Secondary Highway Funds Requested:

Bridge	$ 19,890.20	$ 16,856.62
Roadway	1,945.90	2186.80
	$ 21,836.10	19,043.42

State Funds for Constr. Chap 175, Laws 1917; Chap [illegible] Laws 1930; Chap 248, Laws 1931
" " " Maint. Chap 41, Laws 1927; Chap [illegible] Laws 1931

CONTRACT#1592,

NRM 161-D   Eugene Municipal Project   1933

1592

1618

January 3, 1935

Mr. W. R. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final Federal Aid Voucher for the City of Eugene Section, Project No. NRM 161-D, in amount $1277.54 [illegible]

We are likewise enclosing three copies of an easement granted by the Southern Pacific Company, covering the encroachment made by the highway upon their right of way at approximate highway stations 795 to 798.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

8-43

Dict. by J. W. Nash/ME

Encl.

[illegible]

December 6, 1934

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

We have no record of having received the copies of easement, requested in our letter of August 18, 1934, covering the encroachment on the railway right of way at Broadway and Franklin Streets in the City of Eugene. This encroachment occurred in connection with the improvement of the Eugene Section, under Contract No. 1592.

It is necessary to have this data before the Bureau of Public Roads will make final payment for the work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/[illegible]

FORM [illegible] 15743 15M 5-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 17, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
[illegible] Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

[illegible]

Dear Sir:

Inclosed herewith you will find special provisions and engineer's estimate and four blue prints for the West Eugene [illegible] paving.

This is a straight resurfacing project and [illegible] involve adjustment of any [illegible] manhole and monument covers. City Engineer [illegible] informs me that the catch basins shown on the plans are adequate and will not need to be changed because the pavement should be feathered down around them. He does not wish the resurfacing [illegible] section shown on the [illegible] 774+13.5 will be suitable for this project except that the width should be made 40 feet between curb faces on Broadway and [illegible] feet between curb faces on Sixth Street. The pavement is [illegible] streets and I believe the tonnage required will be [illegible] average one-inch thickness [illegible]. I have computed the pavement at 112½ pounds per square yard, one inch thick and have made an allowance of 80 tons making a total of [illegible].

Unless this project can be done during September [illegible] year, it is probable that suitable weather will not be [illegible] until next May or June.

Should it appear more desirable to pay for adjustment of manholes and monuments by extra-work as was done on the Eugene section, the first two bid items may be cut out and a paragraph written covering adjustment of public utilities as shown on page twenty-[illegible] of the Eugene section.

Very truly yours,

cc R. H. Baldock
RAC:AWF

R. A. [illegible]
Division Engineer

August 15, 1934

SPECIAL PROVISIONS

WEST EUGENE SECTION, PAVING

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under the contract, if awarded, consists of the following work on the section of the Pacific Highway in Lane County, which lies between the intersection of the center of Blair Street and West Sixth Street in the City of Eugene and the intersection of the east line of High Street with the centerline of East Broadway.

1-Adjustment of 18 manholes and nine monument covers to proper grade.

2-Construction of 22,000 square yards of asphaltic concrete pavement resurface, estimated to require 1300 tons.

The west end of the project is at station 712+46.4, which station is at the intersection of the centerlines of Blair Street and Sixth Street.

The east end of the Sixth Street unit is at station 750+01.4, which station is in the center of Willamette Street.

No work shall be done on Willamette Street between Sixth and Broadway. The west end of the Broadway unit is at station 762+09.8 at the intersection of the centers of Broadway and Willamette Streets.

The east end of the project is at station 774+46.8, which station is at the east side of High Street. The net length of the project is 5,011 lineal feet.

DATE OF COMPLETION

All work to be done under this contract shall be completed not later than June 30, 1935.

FEDERAL PROVISIONS

ADJUSTMENT OF MANHOLE AND MONUMENT COVERS

Specification:

The 18 manhole covers and the 9 monument covers show on the plans shall be raised by the contractor to the resurfaced grade of the street. In general this will involve raising these structures approximately one inch. The contractor shall remove such part of the old pavement around the structure as is necessary to raise it and after it has been raised to the proper grade shall support it by placing under the shoulder a ring of concrete or steel. The old pavement removed, shall be hauled away and disposed of to the satisfaction of the engineer.

Measurement and Payment:

For all labor and material required to adjust the manholes and monument covers the contractor will be paid at his price bid for

1-Adjustment of manhole covers.
2-Adjustment of monument covers.

SPECIAL PROVISIONS

WEST EUGENE SECTION, PAVING

ASPHALTIC CONCRETE

Over the entire length of the two units the existing bitulithic pavement is to be resurfaced with class "B" asphaltic concrete as indicated by the plans and typical cross-sections. The surfacing shall have a minimum thickness of one inch.

Standard Specification to Apply:

(Same as last years Eugene Section.)

Proportioning and Mixing

(Same as Eugene.)

Preparation of Base

(Same as Eugene except omit reference to new concrete pavement and add the following sentence:)

Should it appear desirable to burn off any high spots on the present pavement, this work shall be performed by the contractor and paid for as extra-work.

Surface Finish

Same except make material [illegible]" to [illegible]" instead of [illegible]" to [illegible]".

Surface Smoothness

(Same as Eugene Section)

Measurement and Payment

(same as Eugene Sectinn)

MISCELLANEOUS PROVISIONS

Convenience of Residents:

The contractor shall conduct the work with the view of causing a minimum of inconvenience to persons residing or doing business along the route of the improvement. Entrances to service stations and private garages shall not be blocked for more than two hours, if at all.

Provision for Traffic

(First paragraph same as Eugene Section)

The contractor shall provide flagmen, barricades, lights, direction signs and detour signs wherever and whenever they may be needed to safeguard traffic and pedestrians, and to protect the work or the workmen from injury or to direct traffic around detours. All expense involved in providing for traffic as above specified shall be borne by the contractor. It is contemplated that the contractor will be permitted to detour traffic around the block on which he is working.

SPECIAL PROVISIONS

WEST EUGENE SECTION, PAVING

August 15, 1954.

ENGINEER'S ESTIMATE

Adjustment of 18 manholes	18 manholes at $5.00	$ 90.00
Adjustment of 9 monument covers	9 monument cov. 2.00	18.00
Class "B" asphaltic concrete	1300 tons at 8.50	11050.00
Surface finish coat	22,000 sq. yards .07	1540.00
		$12,698.00
Plus 10% for contingencies and engineering		1,270.00
	TOTAL	13,968.00

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. NRM 161-D

June 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By J Canfield
L. J. Canfield
Highway Engineer

Encls.

Jon

Agr 19879

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-151, Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of April, 1934

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 5th day of December, 1933, a revised project statement, which was approved by the Secretary on the 21st day of December, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 27th day of December, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-eight thousand, seven hundred ninety-three and 04/100 dollars ($28,793.04) as the share of the United States payable under said act on account of Section D of said project, which is ~~does not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 774+46.8 on East Broadway at the east line of High Street and survey station 856+54.27 on Franklin Boulevard at the east city limits (excepting therefrom the portion between survey stations 794+67 and 794+77 and between survey stations 800+67.3 and 801+67.3)

, length 1.537 miles, in Lane County, being Section D of Oregon U.S.Public Works project No. NRM-161, consisting of 1.537 miles of roadway and no bridges, of more than 20 feet clear span, known locally as East Broadway and Franklin Boulevard in the City of Eugene, an official control point on F.A.Route No. 3.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) Final payment of Federal Funds shall not be made on said project until rights of way satisfactory to the Secretary of Agriculture have been obtained for these portions of said project which encroach upon the right of way of the Southern Pacific Railroad.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty-eight thousand, seven hundred ninety-three and 04/100 dollars ($28,793.04), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~xxxxxxx~~) the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich
Member, State Highway Commission
(Title of officer)

By Carl Washburne
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

MHS By P. St. J. Wilson
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRM-161-D. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $28,793.04 as the total estimated cost of said project, and the sum of $28,793.04 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

FORM B-A-1 18748 10M 2-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 4, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

E. E. Umphlette
Resident Engr.
Eugene, Oregon.

Dear Sir:

As soon as Ivan Dakin has placed the asphaltic concrete at Cottage Grove and Gregg Ranch, please submit another Semi Final for that contract together with summary sheet.

On the estimate should be shown the asphaltic concrete in Cottage Grove, for which Enright is to be paid. On the quantity summary sheet should be shown this same asphaltic concrete and in addition the state force on Gregg Ranch.

Very truly yours,

E. [illegible]. Collier
Division Engineer

cc. H. G. Smith
[illegible]C:[illegible]F

NOTED
Chief Highway Engineer

FORM 8-A-1 13749 15M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 4, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On May 28th, we sent you Semi Final Estimate for the Gregg Ranch and Cottage Grove paving jobs including a computation of the cement adjustment in favor of the State in the amount of 204 barrels. Attached hereto you will find Price Agreement signed by the contractor and recommended for approval at $2.81 per barrel, als invoices from the cement company. Also a claim against Mr. Enright for lumber.

The asphaltic concrete on Engight's job to be placed by the state will be placed the early part of this week.

Very truly yours,

cc. R. H. Baldock

E. A. Collier
Division Engineer

EAC:AFF

NOTED
State Highway Engineer

#1592

NOTED
State Highway Engineer

RECEIVED
JUN 1[illegible] 1931

161-D

EFFECT OF CIGARETTE SMOKING

"You smoke thirty cigarettes a day?"

"Yes, on the average."

"You don't blame them for your run down condition?"

"Not in the least. I blame my hard work."

The physician shook his head. He smiled in a vexed way. Then he took a leech out of a glass jar.

"Let me show you something," he said. "Bare your arm."

The cigarette smoker bared his pale arm and the doctor laid the lean black leech upon it. The leech fell to work busily. Its body began to swell. Then all of a sudden a kind of shudder convulsed it and it fell to the floor dead.

"That's what your blood did to that leech," said the physician. He took up the little corpse between his finger and thumb. "Look at it." he said. "Quite dead, you see. You poisoned it."

"I guess it wasn't a healthy leech in the first place," said the cigarette smoker sullenly.

---

uld like to know
have any authority over
of lunatics who are trying
to damn the Public
construction work on
St of Engine.
a bit of sense or reason
tear up two miles of the
old highway and dump in loads of
rock and dirt over the entire stretch
for the public to ride over. We have
about 4 or five funerals a week here
and must drive thru dust and over
rock and gravel to the cemetery.
Why can they not finish a short piece
before tearing up the whole road.
As a citizen and tax-payer I object to this
"Public be damned" policy on the part of
the Highway commission and trust that you
will set your Lunatics right or fire them.

Yours truly H. S. Johnson.

#1592

NOTED
State Highway Engineer

RECEIVED
JUN 1[illegible] 1934

161-D

Lesley Scott
State Hy. commission

Dear Sir. I would like to know whether you have any authority over your band of Lunatics who are trying their best to damn the Public in this new construction work on west 11th St of Eugene.
There is not a bit of sense or reason for them to tear up two miles of the old highway and dump in loads of rock and dirt over the entire stretch for the public to ride over. We have about 4 or five funerals a week here and must drive thru dust and over rock and gravel to the cemetery.
Why can they not finish a short piece before tearing up the whole road.
As a citizen and tax-payer I object to this "Public be damned" policy on the part of the Highway commission and trust that you will set your Lunatics right or fire them.

Yours truly H. S. Johnson.

#1592

161 D

May 31, 1934

Maryland Casualty Company,
Rodgers, Banks & Lipscomb, Agents,
Railway Exchange Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1592 for the construction of the Eugene Section of the Pacific Highway in Lane County has been completed by the contractors, Mountain States Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 9th, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with the contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $25,237.22 including the final payment. Of this amount $37.47 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Form 338—4M—9-33.

OREG[illegible] STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 12, 1934

Section Eugene

Kind of work Paving

Highway Pacific

Section prefix 20 PD NRM 161-D

Contractor Mountain States Construction Co.

Contract number 1592

Date of contract January 27, 1934

Date of completion June 30, 1934

Date work started February 21, 1934

Estimated date of completion May 10th, 1934

Amount of contract $ 26175.50

Per cent of time elapsed 66 %

Estimated cost of completed project, exclusive of engineering $ 26666.50

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 2421.26, 9 %

Date project was completed May 10, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor spread sand on asphaltic concrete Thursday, May 10th. This completes all work on this job. Used crew of 2 trucks, two drivers, two laborers , one Supt.

One man in office all week working on final estimate not included in below

May 7 - One man half day checking fill quantities and summation sheets

" 8 - One man three hours on summation sheets and one man all day figuring cement adjustment.

May 9 - One man on mass all day and one man half day on cement adjustment

May 10 - One man on profile all day and one man checking mass for five hours

May 11 - One man on profile all day and one man getting notes, plotted section, inspecters reports and yardage sheets ready to send in.

May 12 - One man making final check of cross sections

RECEIVED
MAY 1 , 1934

E. E. [illegible]

Resident Engineer

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.56
Miles partially completed					1.56
Miles completed					1.56
Total estimated quantities					9000
Estimated quantities moved or placed to date					8550
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					5
Average force on project for week					5

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	"		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

#1592

111-B

April 9, 1934

Union Oil Company of California
6th Floor Yeon Building
Portland, Oregon

Attention: V. O. Fudge
District Credit Supervisor

Gentlemen:

In response to your recent request we are giving below the complete description of the contract recently awarded the Mountain States Construction Company for construction work near Springfield, Oregon:

Contract No. 1592 awarded on January 27, 1934, to the Mountain States Construction Company, 1644 Washington Street, Eugene, for 8,207 .5 lineal feet of Paving on the Eugene Section of the Pacific Highway in Lane County. Amount of Contract - $26,175.50; bond, $26,175.50. Bond furnished by the Maryland Casualty Company through its agents, Rodgers, Banks & Lipscomb, Railway Exchange Building, Portland. Date of completion specified as June 30, 1934.

Yours very truly
STATE HIGHWAY COMMISSION

By

JM:MC

Secretary

#1592

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

6TH FLOOR YEON BUILDING
Portland, Oregon

ATWATER 9521

C-31-B

Oregon State Highway Commission.
Salem, Oregon.

Gentlemen:

RE: MOUNTAIN STATES CONSTRUCTION CO
Eugene, Oregon

It is our understanding that the Mountain States Construction Company has been awarded a contract for resurfacing the highway in the vicinity of Springfield, Oregon.

We anticipate supplying this firm with asphalt and will appreciate your furnishing us with a complete description of the contract, the name of the bonding company, its Agent and his address and the approximate date of completion.

For your convenience we enclose herewith a self-addressed, stamped envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA
V. O. Fudge
District Credit Supervisor

LH:B
Encl:1

April 5, 1934

Mr. E. A. Collier
Division Highway Engineer
Roseburg, Oregon

Dear Sir:

Since writing to you in regard to the paving of the Southern Pacific grade crossing in Eugene, I have discussed further with Messrs. Smith, Chandler and Eason, the desirability and necessity of using flange rails.

Mr. Chandler has recently inspected the grade crossing at Canby on which no flange rails were used and he finds that the corners of the pavement at the flangeway groove are standing up very well. In view of this fact, we are of the opinion that there would be no serious objection in paving the Eugene crossing without flange rails. If that should be done, the flangeway groove can be formed by using a wood strip 1½ inches in thickness by 2 inches in width with one side beveled to avoid a square corner in the pavement.

One very decided advantage of paving crossings without the use of flange rails is that it gives a practically water tight joint between the pavement and the rail, whereas a flange rail leaves an opening through which water can readily percolate to the subgrade.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FORM S-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 2, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. L. King, Supt.
Southern Pacific Co.
Portland, Oregon.

ATTENTION: GEO. FAIR

Dear Sir:

The State has recently constructed concrete pavement up to the end of your ties on the East Broadway crossing in Eugene. I understand you plan to place heavier steel and the grade for our concrete pavement has been raised according to your request.

Mr. Probert sends me authority to pave the crossing with asphaltic concrete at State expense providing you will put in flange rails. It appears desirable to use flange rails on account of your heavy rail traffic at this crossing. The asphaltic concrete will be constructed from the top of ties to top of rails.

If this arrangement meets with your approvel please advise at your early convenience. Our contractor plans to place the asphaltic pavement in April profided suitable weather is had.

Very truly yours,

E. A. Collier
Division Engineer

cc. S.H. Probert
cc. E.E. Um[illegible]lette
EAC:AWF

FORM S-A-1 13958 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1615

April 2, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

With respect to the sub-contract between the Mountain States Construction Company and the Eugene Sand and Gravel Company, beg to advise that no formal action is being taken on these sub-contracts by the Commission other than to file them in this office for reference in case anything should come up concerning them.

Approval of the sub-contract with respect to fitness of the contracting parties and fairness of the agreement is being left to the Division Engineer, and you may notify the Mountain States Construction Company that their contract with the Eugene Sand & Gravel Company is approved.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 9-A-1 13743 15M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

April 2, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: N. M. FINKBINER

Dear Sir:

When Enright starts paving the second strip at Gregg Ranch near Cottage Grove, I suggest that we use the full amount of cement the last two or three days run and endeavor to open this at the earliest safe date.

Traffic will be confined to a rather narrow strip of pavement and shoulder while we are paving this last strip. It might even pay to use a little extra cement in the whole strip in order to expedite the opening and relieve the hazard and inconvenience for Pacific Highway traffic.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
cc. H.G. Smith

EAC:AWF

161-2

March 30, 1934

Mr. E. A. Collier
Division Highway Engineer
Roseburg, Oregon

Dear Sir:

We refer to your letter of March 24th in regard to the paving of the grade crossing on the Eugene Project.

As it seems to be the intent of the National Industrial Recovery Program, that no costs be assessed against the railroad Companies, and as the railroad companies are, therefore, not much inclined to cooperate, it appears that if we want the crossing paved, we will have to pave it ourselves. This letter is your authority to do so.

The thickness of the pavement should be the same as the height of the rails, the balast being leveled off flush with the tops of the ties. It is customary to put in flange rails as indicated by the blueprints which we are sending herewith, but Mr. Fair of the Southern Pacific Company seems to want us to omit them at the Eugene crossing, and to simply slope the pavement down to the bottom of the head of the rail, beginning the slope about three inches from the rail. This has been tried at the two wye crossings north of Canby, but is still looked upon as experimental. On account of the much heavier rail traffic at the Eugene crossing, I think that we should insist on the railway company providing flange rails.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

March 14, 1934

Mr. R. H. Baldock
State Highway Engr.
Salem, Oregon

[illegible] J [illegible] C.H. [illegible]

Dear Sir:

Mr. [illegible] writes that the S. P. Co. [illegible] the [illegible] fill in the railroad crossing on West Broadway [illegible] with [illegible] concrete, and that [illegible] are [illegible] this arrangement.

Please advise at your early convenience giving details of construction and depth of [illegible]. Our concrete pavement on each side extends up to within 6 inches of the ends of the ties.

Very truly yours,

E A Collier

E. A. COLLIER
Division Engineer

[illegible]

FORM 8 A-1 12000 8M 1-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

161 D

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

March 24, 1934

Mr. R. H. Baldock
State Highway Engr.
Salem Oregon

ATTENTION S.H. [illegible]

Dear Sir:

Mr. Umphlette writes that the S. P. Co. understands that the State is to fill in the railroad crossing on East Broadway street in Eugene with asphaltic concrete, and that you are informed about this arrangement.

Please advise at your early convenience giving details of construction and depth of asphaltic concrete. Our concrete pavement on each side extends up to within 6 inches of the ends of the ties.

Very truly yours,

E. A. Collier
Division Engineer

EAC:AF

cc Mr. Baldock

FORM S-A-1 7620 5M 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

11/5

March
10th
1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. A. C. Enright
410 High Street
Eugene, Oregon

Dear Sir:

This will acknowledge receipt of your letter of March 7 accepting our proposition to perform the asphaltic concrete work on your contract #1569 for paving the Gregg Ranch and CottageGrove projects.

Our present plants contemplate the starting of the patching plant in Southern Oregon about the 15th of April and your job will be one of the first undertaken.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By J. N. Bishop
J. N. Bishop
Maintenance Engineer

JNB/er

cc R. H. Baldock ✓
E. A. Collier

11-1-R-

February 16, 1934

Mountain States Construction Co.
1644 Washington Street
Eugene, Oregon

Gentlemen:

We are today forwarding by express, for your records and files, an executed copy of the contract recently awarded to you for the paving of the Eugene Section of the Pacific Highway in Lane County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

#1592

161-15

February 13, 1934

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Mr. K. V. Lively.

Gentlemen:

In response to your inquiry of January 30th wewish to advise that the bond furnished by the Mountain States Construction Company in connection with their contract for the Eugene Section was written by the Maryland Casualty Company for whom Rodgers Hart Banks Co., Portland, are resident agents.

Very truly yours,

Secretary.

Dict. by J. McFarland.

924 10M 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1615

OREGON STATE HIGHWAY COMMISSION
SALEM

January 31, 1934

IN REPLY PLEASE REFER TO FILE NO.

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention of Mr. K. V. Lively

Gentlemen:

Replying to your letter of January 30 requesting the names of the surety companies who executed certain bonds for the Mountain States Construction Company:

The bond furnished in connection with this company's contract for the construction of a bridge over Applegate River on the Medford-Provolt Secondary Highway in Jackson County was written by Fidelity & Casualty Company of New York for which Pratt & Owens Insurance Agency is the representative at Eugene.

The bond for the Eugene Section project has not yet been furnished. This job was awarded only a few days ago, and the contract has not been sent to the contractor for execution. We shall be pleased to advise you the name of the bonding company as soon as the contract has been signed.

Very truly yours

Secretary

HBG:AJ

Jim: Please furnish the name of the bonding company as soon as it is available.

H. B. G.

115

Eugene Project

February 3, 1934

Mr. R. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

The Southern Pacific Railroad Company has indicated that as a condition to the granting of the right of way required at the intersection from East Broadway and Franklin Boulevard in the City of Eugene, it will require that the new pavement be constructed to conform with new tracks planned to be constructed at some future time, there being two of these new tracks, one to be located on the east side of the present track and one on the west side, the distance between center lines to be 14 feet.

Unless the railway company can be influenced to waive this requirement, and that appears to be unlikely, it will be necessary to change either the grade or the alignment of the new pavement. The added cost involved is not great, but there probably will be objection on the part of property owners to any change in grade. We are of the opinion, however, that the change should be made in the grade line rather than in the alignment, and we suggest that you endeavor to secure the consent of the city officials to the necessary change in street grades.

We have had a large scale map and profile of the crossing prepared and a blueprint of the same is being mailed to you under separate cover. We have indicated thereon our idea of the revision which should be made in the grade line. The matter is complicated considerably by the sharp angle at which our line crosses the tracks, and also by the curve on the east side of the tracks. These things make it necessary to hold the grade line level for a distance of approximately 150 feet, thereby increasing the extent to which the present grade line will have to be raised.

The change in grade line will also affect the work to be done on the Franklin Avenue connection, as the toe of the higher embankment will extend onto the new pavement as now planned to be constructed on Franklin Avenue.

Please keep us advised as to the arrangements that are worked out for this revision so that the necessary approval of the Bureau of Public Roads may be obtained.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc H. G. Smith
cc E. E. Umphlette

P. S. Since dictating the above, we have received information which causes us to believe that if the difficulties involved in raising the grade on the west side of the track are pointed out to the Southern Pacific Company, there is a chance that they will not insist on the grade being changed on that side. In as much as the City is responsible for the acquiring of the right-of-way, we suggest that you arrange with the City to take the matter up with the railway company along this line. If the city is willing to authorize the grade change on the east side of the track, the state will bear the extra construction expense involved.

February 2, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Eugene Section, Project No. NRM 161-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-161-D

EUGENE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 1, 1934

Asphaltic Concrete Pavement - 34' wide (Sta. 774+46.8 to 789+70.8)

390	tons	Class "B" Asphaltic Concrete	$ 8.50	$ 3,315.00
5,900	sq. yds.	Surface Finish Coat	0.07	413.00
		Sub-total		$ 3,728.00
		10% Engr. & Cont.		372.80
		Total		$ 4,100.80

Length 0.289 mile
Cost per mile $ 14,189.62

Note: Pavement to be constructed across bridge at Sta. 778+55

Asphaltic Concrete and Portland Cement Concrete Pavement - 36' wide (Sta. 789+70.8 to 793+50)

100	cu. yds.	Excavation, Single Classification	$ 0.75	$ 75.00
150	sq. yds.	Removal of Old Pavement	0.50	75.00
2	only	Catch Basin Replacement	25.00	50.00
490	lin. ft.	Concrete Curb	0.75	367.50
70	sq. yds.	Concrete Driveway Aprons	2.50	175.00
400	" "	Portland Cement Concrete Pavement	2.10	840.00
40	lin. ft.	Expansion Joints	0.15	6.00
140	" "	Contraction Joints	0.05	7.00
25	only	Dowels	0.25	6.25
40	tons	Class "B" Asphaltic Concrete	8.50	340.00
600	sq. yds.	Surface Finish Coat	0.07	42.00
		Sub-total		$ 1,983.75
		10% Engr. & Cont.		198.37
		Total		$ 2,182.12

Length 0.072 mile
Cost per mile $ 30,307.22

Portland Cement Concrete Pavement - 30' wide
(Sta. 793+50 to 794+67)

150	sq. yds.	Removal of Old Pavement	$ 0.50	$ 75.00
160	lin. ft.	Concrete Curb	0.75	120.00
30	sq. yds.	Concrete Driveway Aprons	2.50	75.00
370	" "	Portland Cement Concrete Pavement	2.10	777.00
75	lin. ft.	Expansion Joints	0.15	11.25
230	" "	Contraction Joints	0.05	11.50
50	only	Dowels	0.25	12.50
400	lbs.	Tie Bars and Reinforcement	0.06	24.00
			Sub-total	$ 1,106.25
			10% Engr. & Cont.	110.62
			Total	$ 1,216.87

Length 0.022 mile
Cost per mile $ 55,312.27

Portland Cement Concrete Pavement - 30' wide
(Sta. 794+77 to 811+70) (Sta. 813+05 to 856+54.2)

1,570	cu. yds.	Excavation, Single Classification	$ 0.75	$ 1,177.50
1,000	yd. mi.	Truck Haul	0.20	200.00
50	sq. yds.	Removal of Old Pavement	0.50	25.00
3	only	Catch Basin Replacement	25.00	75.00
8,155	sq. yds.	Portland Cement Concrete Pavement	2.10	17,125.50
1,370	lin. ft.	Expansion Joints	0.15	205.50
1,595	" "	Contraction Joints	0.05	79.75
915	only	Dowels	0.25	228.75
900	lbs.	Tie Bars and Reinforcement	0.06	54.00
			Sub-total	$ 19,171.00
			10% Engr. & Cont.	1,917.10
			Total	$ 21,088.10

Length of Roadwork 1.129 miles
Length of 1 Bridge (exception) .015 "
Total Length 1.144 "

Cost per mile, Roadwork $ 18,678.56

Portland Cement Concrete Pavement - 25' wide
(Sta. 811+70 to 813+05)

30	cu. yds.	Excavation, Single Classification	$ 0.75	$ 22.50
75	sq. yds.	Portland Cement Concrete Pavement	2.10	157.50
15	lin. ft.	Expansion Joints	0.15	2.25
35	" "	Contraction Joints	0.05	1.75
10	only	Dowels	0.25	2.50
			Sub-total	$ 186.50
			10% Engr. & Cont.	18.65
			Total	$ 205.15

Length	0.025 mile
Cost per mile	$ 8,206.00

National Recovery Municipal Funds Requested:

24'	Asphaltic Pavement	$ 4,100.00
36'	Combination Pavement	2,182.12
24'	Concrete Pavement	1,216.67
30'	" "	21,089.10
25'	" "	205.15
	Total	$ 28,793.04

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 88, laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

161 D

January 30, 1934

Mountain States Construction Co.
1064 Washington Street
Eugene, Oregon

Gentlemen:

For use in connection with the Eugene paving project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 6th and High Streets, Eugene, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier

Mr. E. E. Umphlette

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM 161-D, Eugene section of the Pacific Highway, to Mountain States Construction Co., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By J Caufield
L. J. Caufield
Highway Engineer

December 21, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

This is to confirm the statement made to Mr. Davis yesterday that on the Eugene Project (NRM-161-D), none of the existing concrete curb will be left ~~in place under~~ the new pavement except where the embankment cover over the old curb is more than twelve inches.

To protect traffic at the place between Stations 811+70 and 813+03 where it has been necessary to omit a part of the pavement widening, we will construct suitable timber barriers at the ends of the restricted section and will place a temporary wood curb along the edge of the narrower pavement. In this connection, we wish to advise that the City of Eugene proposes to shift the channel of the mill race and to do other work at that location which will make it possible to widen the pavement to the full width. This work will cost ten or fifteen thousand dollars, however, and cannot be financed under present conditions.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 27, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U. S. Public Works project NRM 161-D, the Eugene section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated. We should have copies of the resolution by the City of Eugene as soon as they can be obtained.

Apparently an easement should be secured from the railroad company, covering the small triangular piece at approximately Station 795+65.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

December 12, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We submit herewith two copies of the performance requirement clause which we propose to include in the contract for the South Eugene Project (NRM 161-D).

This clause requires the contractor to carry on the work during the winter months, but at the same time gives us the control needed to prevent the construction of pavement at times when conditions are such that the performance of that part of the work would be detrimental to the finished work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 9, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Eugene Section, Project No. NRM 161-D.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Municipal
Project. No. NRM-161-D

EUGENE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

January 1934

Salem, Oregon, December 9, 1933

Asphaltic Concrete Pavement - 36' Wide (Sta. 774+46.8 to 789+70.8)

390	tons	Class "B" Asphaltic Concrete	$ 8.50	$ 3,315.00
5,900	sq. yds.	Surface Finish Coat	0.05	295.00
			Sub-total	$ 3,610.00
			10% Engr. & Cont.	361.00
			Total	$ 3,971.00

Length 0.289 mile
Cost per mile $ 13,740.48

Note: Pavement to be constructed across bridge at Sta. 778+35

Asphaltic Concrete and Portland Cement Concrete Pavement - 38' Wide (Sta. 789+70.8 to 793+50)

100	cu. yds.	Excavation, Single Classif.	$ 1.00	$ 100.00
150	sq. yds.	Removal of Old Pavement	0.50	75.00
2	only	Catch Basin Replacement	40.00	80.00
490	lin. ft.	Concrete Curb	0.60	294.00
70	sq. yds.	Concrete Driveway Aprons	2.00	140.00
400	" "	Portland Cement Concrete Pavement	2.30	920.00
40	lin. ft.	Expansion Joints	0.25	10.00
140	" "	Contraction Joints	0.05	7.00
25	only	Dowels	0.25	6.25
40	tons	Class "B" Asphaltic Concrete	8.50	340.00
600	sq. yds.	Surface Finish Coat	0.05	30.00
			Sub-total	$ 2,002.25
			10% Engr. & Cont.	200.22
			Total	$ 2,202.47

Length 0.072 mile
Cost per mile $ 30,589.86

Portland Cement Concrete Pavement - 36' Wide
(Sta. 793+50 to 794+67)

150	sq. yds.	Removal of Old Pavement	$ 0.50	$ 75.00
160	lin. ft.	Concrete Curb	0.60	96.00
30	sq. yds.	Concrete Driveway Aprons	2.00	60.00
370	" "	Portland Cement Concrete Pavement	2.30	851.00
75	lin. ft.	Expansion Joints	0.25	18.75
230	" "	Contraction Joints	0.05	11.50
50	only	Dowels	0.25	12.50
400	lbs.	Tie Bars and Reinforcement	0.06	24.00
		Sub-total		$ 1,148.75
		10% Engr. & Cont.		114.87
		Total		$ 1,263.62

Length 0.022 mile
Cost per mile $ 57,437.27

Portland Cement Concrete Pavement - 30' Wide
(Sta. 794+77 to 811+70) (Sta. 813+05 to 856+84.3)

1,570	cu. yds.	Excavation, Single Classif.	$ 1.00	$ 1,570.00
1,000	yd. mi.	Truck Haul	0.20	200.00
50	sq. yds.	Removal of Old Pavement	0.50	25.00
3	only	Catch Basin Replacement	40.00	120.00
8,155	sq. yds.	Portland Cement Concrete Pavement	2.30	18,756.50
1,370	lin. ft.	Expansion Joints	0.25	342.50
1,595	" "	Contraction Joints	0.05	79.75
915	only	Dowels	0.25	228.75
900	lbs.	Tie Bars and Reinforcement	0.06	54.00
		Sub-total		$ 21,376.50
		10% Engr. & Cont.		2,137.65
		Total		$ 23,514.15

Length of Roadwork 1.129 miles
Length of 1 Bridge (Exception) .015 "
Total Length 1.144 "

Cost per mile, roadwork $ 20,827.41

Portland Cement Concrete Pavement - 25' Wide
(Sta. 811+70 to 813+05)

30	cu. yds.	Excavation, Single Classif.	$ 1.00	$ 30.00
75	sq. yds.	Portland Cement Concrete Pavement	2.30	172.50
15	lin. ft.	Expansion Joints	0.25	3.75
35	" "	Contraction Joints	0.05	1.75
10	only	Dowels	0.25	2.50
		Sub-total		$ 210.50
		10% Engr. & Cont.		21.05
		Total		$ 231.55

Length	0.025 mile
Cost per mile	$ 9,262.00

National Recovery Municipal Funds Requested:

34'	Asphaltic Pavement	$ 3,971.00
36'	Combination "	2,202.47
36'	Concrete "	1,263.62
30'	" "	23,514.15
25'	" "	231.55
	Total	$ 31,182.79

CONTRACT#1593,

SEE:

CONTRACT#1583,

15[illegible] : [illegible]ract 15[illegible]

CONTRACT#1594,

NRS 231 Mill Cr. Br., Beaverton-Aurora Hwy. 1934

1594

RECEIVED
DEC 22

231

Salem, Oregon
November 6, 1941

1524

Contract No. 1524

S. H. Probert

Please note the attached excerpts from the minutes of the meeting of July 23, 1941, with reference to the closure of Contract No. 1524, Joseph L. Anderson, for the construction of a bridge over Mill Creek in Aurora.

You will please note that the Commission approved the recommendation of the engineer and considered the transaction closed unless of course it becomes necessary to reopen it in the event of litigation.

C. B. McCullough

JN:OA

cc. G. S. Paxson

RECEIVED
[illegible] 1941
FOR FILING

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7-24

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1941

Subject:

To: Mr. C. B. McCullough,

Office.

Dear Sir:

I have read your suggested minute entry to cover the controversy concerning the Anderson contract and I think perhaps it adequately covers the matter. I would suggest that the minute entry contain a further provision that the transaction, so far as the Highway Commission is concerned, be deemed closed unless it becomes necessary to reopen it in the event of litigation.

Yours very truly,

JMD
J. M. DEVERS

JMD:PW

REFERRED TO Mr Glaisyer
By Asst. State Highway Engineer

Better add paragraph as per Mr Devers suggestion and have matter on Agenda for next time
Mc

May 29, 1941

Joseph N. Anderson
contract on Mill Creek Bridge

Mr. J. M. Devers

I have drafted a suggested minute entry on the closure of the Anderson contract. Will you look it over and if it meets with your approval, turn it over to Mr. Glaisyer.

C. B. McCullough

cc Mr. Glaisyer

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

52k

Hold for July

May 29, 1941

Subject: Joseph H. Andersen
contract on Mill Creek Bridge

To: Mr. J. M. Devers

I have drafted a suggested minute entry on the closure of the Anderson contract. Will you look it over and if it meets with your approval, turn it over to Mr. Glaisyer.

C. B. McCullough

cc Mr. Glaisyer ✓

M

Suggested minute entry on Anderson contract

The Commission had under consideration the closure of Contract No. 1594 entered into by the State Highway Commission with Mr. Joseph H. Anderson on January 30, 1934, for the construction of a certain bridge over Mill Creek in the town of Aurora.

It appears that Mr. Anderson has filed a claim for damages occasioned by the fact that he was not permitted to commence work at the time contemplated due to the failure of Marion County to procure the necessary rights of way. This claim is in the sum of $3,975.00. Offsetting this, the state has a claim in the amount of $1,519.37 against Mr. Anderson for certain surfacing which was performed on his contract by state forces.

This controversy with Mr. Anderson has dragged along from year to year, and the state has repeatedly and diligently attempted to make an equitable settlement.

The Engineer reported that he had very carefully examined the contractor's claim for damage, and could only find justification for $1,350 as against the sum of $3,975 claimed. The Attorney reported that he had checked the Engineer's report and was in substantial agreement with it but that on July 13, 1939, he had written Mr. Anderson, stating that he would be willing to recommend to the Commission that the claim be settled in the amount of $1,519.37, which would close the books, this last sum being the exact amount of the state's claim against Mr. Anderson.

It appears that under date of July 14, 1939, Mr. Anderson's attorney (Mr. Howard P. Arnest) refused this offer but made a counter offer to settle in the amount of $2,519.37, this proposed settlement being exactly $1,000 greater than the state's offer.

Both the Engineer and the Attorney stated that they considered this last offer unreasonable and recommended that in view of the state's inability to settle this controversy, authority be given to the Engineer to close the books on this project.

After some discussion the Commission unanimously approved the recommendation of the Engineer. and considers the transaction closed unless it becomes necessary to reopen it in the event of litigation.

Suggested minute entry on Anderson contract

The Commission had under consideration the closure of Contract No. 1594 entered into by the State Highway Commission with Mr. Joseph H. Anderson on January 30, 1934, for the construction of a certain bridge over Mill Creek in the town of Aurora.

It appears that Mr. Anderson has filed a claim for damages occasioned by the fact that he was not permitted to commence work at the time contemplated due to the failure of Marion County to procure the necessary rights of way. This claim is in the sum of $3,975.00. Offsetting this, the state has a claim in the amount of $1,519.37 against Mr. Anderson for certain surfacing which was performed on his contract by state forces.

This controversy with Mr. Anderson has dragged along from year to year, and the state has repeatedly and diligently attempted to make an equitable settlement.

The Engineer reported that he had very carefully examined the contractor's claim for damage, and could only find justification for $1,350 as against the sum of $3,975 claimed. The Attorney reported that he had checked the Engineer's report and was in substantial agreement with it but that on July 13, 1939, he had written Mr. Anderson, stating that he would be willing to recommend to the Commission that the claim be settled in the amount of $1,519.37, which would close the books, this last sum being the exact amount of the state's claim against Mr. Anderson.

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Both the Engineer and the Attorney stated that they considered this last offer unreasonable and recommended that in view of the state's inability to settle this controversy, authority be given to the Engineer to close the books on this project.

After some discussion the Commission unanimously approved the recommendation of the Engineer.

FORM E-30 REVISED 25M 5-40

4m
5-22

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 12, 1941.

Subject: Mill Creek Bridge Contract
(Joseph H. Anderson, Contractor)

To: Mr. R. H. Baldock

REFERRED TO
Mr. Glaisyer
By Chief Engineer

Agenda

On January 30, 1934, Mr. Joseph H. Anderson entered into contract with the State Highway Commission for the construction of a bridge over Mill Creek at Aurora (Contract No. 1594). This transaction has never been closed on the books of the Highway Commission for the reason that there are some unsettled claims in connection therewith.

Mr. Anderson filed a claim for damages occasioned by the fact that he was not permitted to commence work on the date contemplated, due to some right of way difficulties which arose and which necessitated holding up the work. His claim is in the sum of $3,975.

On the other hand, the state has a claim against Mr. Anderson for some surfacing which was performed by our state forces. The balance due on this claim amounts to $1,519.37.

Mr. Anderson went out of business when this job was finished, and has never bid on any of our work since. He is now represented by his Attorney, Mr. Howard F. Arnest.

This controversy has dragged along from year to year, and we have never been able to effect a settlement.

Under date of July 13, 1939, Mr. Devers wrote Mr. Anderson, and told him that he (Mr. Devers) would be willing to recommend to the Commission that the claim be settled in the amount of $1,519.37, which, you will note, is the exact amount owing us. In other words, while our figures only support his claim in the amount of $1,350, we were willing to raise this $169.37, making a total of $1,519.37 in order to settle the controversy.

Under date of July 14, 1939, Mr. Arnest (Mr. Anderson's Attorney) replied to this letter, refusing this offer, but offering to settle for $2,519.37 — in other words, just a thousand dollars more.

Both Mr. Devers and I feel that our first offer was more than fair, and having heard nothing from Mr. Anderson for a period of nearly two

M

years, it is my recommendation that the matter be presented to the Highway Commission, and that by suitable minute entry, they close the transaction on the books.

C. B. McCullough

cc Mr. Devers

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

May 5, 1941

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. B. McCullough,

Office.

Dear Sir:

Attached is my file and the front office file with respect to the construction of the Mill Creek Bridge on the Beaverton-Aurora Highway, front office file NRS 231, and I call your attention to the correspondence in my file with respect to a pending dispute and difference between Joseph H. Anderson, the contractor, and the Highway Commission.

I recommend that this matter be disposed of in some way or other so that the Auditor can close the records. I have no suggestion to offer as to how to handle the matter.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW
Enc.

cc Carl Smith

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MAY 1[illegible] 1941
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May 12, 1941.

Mill Creek Bridge Contract
(Joseph H. Anderson, Contractor)

Mr. R. H. Baldock

On January 30, 1934, Mr. Joseph H. Anderson entered into contract with the State Highway Commission for the construction of a bridge over Mill Creek at Aurora (Contract No. 1594). This transaction has never been closed on the books of the Highway Commission for the reason that there are some unsettled claims in connection therewith.

Mr. Anderson filed a claim for damages occasioned by the fact that he was not permitted to commence work on the date contemplated, due to some right of way difficulties which arose and which necessitated holding up the work. His claim is in the sum of $3,975.

On the other hand, the state has a claim against Mr. Andersen for some surfacing which was performed by our state forces. The balance due on this claim aounts to $1,519.37.

Mr. Anderson went out of business when this job was finished, and has never bid on any of our work since. He is now represented by his Atterney, Mr. Howard P. Arnest.

This controversy has dragged along from year to year, and we have never been able to effect a settlement.

Under date of July 13, 1939, Mr. Devers wrote Mr. Anderson, and told him that he (Mr. Devers) would be willing to recommend to the Commission that the claim be settled in the amount of $1,519.37, which, you will note, is the exact amount owing us. In other words, while our figures only support his claim in the amount of $1,350, we were willing to raise this $169.37, making a total of $1,519.37 in order to settle the controversy.

Under date of July 14, 1939, Mr. Arnest (Mr. Anderson's Attorney) replied to this letter, refusing this offer, but offering to settle for $2,519.37 — in other words, just a thousand dollars more.

Both Mr. Devers and I feel that our first offer was more than fair, and having heard nothing from Mr. Anderson for a period of nearly two years, it is my recommendation that the matter be presented to the Highway Commission, and that by suitable minute entry, they close the transaction on the books.

C. B. McCullough

cc Mr. Devers

FORM 5-K-1 2M 4-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

C. B. McCullough

NOTED

July 13, 1939

Mr. Joseph H. Anderson,
3152 N. E. 69th Avenue,
Portland, Oregon.

Dear Sir:

You entered into a contract with the State of Oregon, by and through its State Highway Commission, for the construction of the Mill Creek Bridge at Aurora, which is contract No. 1594. This transaction has never been closed on the books of the Highway Commission for the reason that there are some unsettled items or claims connected with the contract.

It appears that you have a claim filed with the Commission for damages occasioned by your not being permitted to commence the work on the date contemplated due to some right of way troubles, which claim is in the sum of $3,975. On the other hand, the State has a claim against you for work performed by the State and which you were to pay, which claim is in the sum of $3,579.18. Against the State's claim there was applied $2,059.81, which represented money due the contractor, thus leaving a balance due the State in the sum of $1519.37.

There may be some merit in a portion of your claim against the State but so far as I am able to analyze it and understand the situation I can find no ground upon which your claim could be allowed in full. I do not know what may be the attitude of the Commission in this matter so cannot submit to you at this time a definite offer of settlement. I am willing, however, to recommend to the Commission that consideration be given your claim against the State with the hope of reaching a common ground upon which a compromise settlement can be reached.

As I have already said I am not familiar with all of the facts surrounding this controversy, but, based upon the information I have, I believe I could recommend to the Commission that on your claim of $3,975 you be allowed $1,350. On this basis you would then be owing the State $169.37. However, if the transaction can be closed, I am willing to recommend to the Commission that you be allowed against your claim $1519.37, which is the full amount of the State's claim against you.

Please let me hear from you as to whether or not you are willing to dispose of your controversy in this way and if so I will bring it to the attention of the Commission with my recommendation. What I have said in this letter is purely by way of compromise and does not in any way bind the Commission.

Yours very truly,

J. M. DEVERS

JMD:PW

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1939
FOR FILING
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July 7, 1939.

Mr. J. M. Devers:

Under date of June 30, Mr. Paxson sent me a final report on the Jos. H. Anderson controversy, with copy to you.

I talked to you about this matter the other day. If you would be willing, I would very much appreciate it if you would take care of the final negotiations and make your recommendations to the Commission as to how this matter should be closed up. You will recall that the matter has hung fire for several years because you felt that the damage was altogether too small to warrant a law suit, especially in view of the fact that we might get stuck with a much bigger damage claim than that represented by the amount due us on the paving.

We should attempt some final negotiations with Anderson and then present the matter to the Commission in order that our books may be closed up on this job.

Mr. Anderson's address is 3132 N. E. 69th Avenue, Portland.

If you prefer to have me handle this, I will of course be glad to do so. It occurred to me, however, that it is a matter which should more properly be handled by the Legal Department.

C. B. McCullough

CBM:AP

ELL, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 30, 1939

Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

A controversy has existed with Mr. Joseph H. Anderson, the contractor for the construction of the Mill Creek Bridge at Aurora (Contract No. 1594) concerning the final estimate since this job was completed in 1934. Briefly the controversy is as follows. Under the contract the State with their own forces did the asphaltic concrete paving at the ends of the structure. This was done for the contractor at a stipulated price per ton as set up in the contract. The contractor was to be paid at his bid price for this paving and was to remit to the State the cost of the pavement in accordance with the State's invoices. There was paid to the contractor on monthly estimates a sum up to $2,059.81 of the total contract price, leaving this much held back on the final estimate. The work done by the State on the asphaltic concrete pavement amounted to $3,579.18, leaving a difference between the money due the State and the money held on the final estimate of $1,519.37. The contractor refused to pay this difference to the State and submitted bills for damages due to delay to his work in the amount of $3,975.00 as a counter-claim.

The contract for the work was awarded on January 30, 1934, upon the representation of Marion County that the right of way necessary for the project had been secured. The contractor began work shortly after the award, but on February 27 it was found that Marion County had not secured title to all of the property and the contractor was ordered to discontinue work until such time as the right of way matter could be straightened out. We were not able to obtain the right of way until May 15, 1934, a delay of four and one-half months after the award of the contract, and during this time the contractor's organization and equipment remained idle. Mr. Anderson was a small contractor, and the amount of work for which he could furnish bonds was limited. He was not able to obtain other work during this period when he was compelled to shut down. Three thousand dollars of his $3,975.00 claim was based on this delay. We looked into the claim as best we might, and estimated that $300.00 per month damage would be a fair settlement. This amounts to $1,350.00 or within $169.37 of the difference between the final estimate and the amount due the State for paving. The figure of $300.00 is an estimate only and could be increased or decreased in accordance with the judgment of the individual making the investigation. It so nearly balances our net claim against Mr. Anderson that I would recommend that he be allowed damages due to delay in the amount of $1,519.37 and that the contract be declared closed. This matter has been kept open for several years now, and apparently the only way to collect the entire amount would be by a suit against Mr. Anderson. The amount involved is too small to justify the expense of a suit, and it might happen that an independent appraisal of damages due to delay would more than make up the difference.

Very truly yours,

GSPaxson

G. S. Paxson
Bridge Engineer

GSP CM
cc J. M. Devers

231-a

Cross Referenced To
233-A

August 13, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of August 8, 1936, in which inquiry is made concerning final payment to the contractor on the Mill Creek Section, Project No. NRS 231-A.

Please be advised that final payment to the contractor has not been made, and considerable further negotiation is anticipated before settlement is made. For this reason the Federal Aid voucher was prepared and submitted on the basis of the least payment to the contractor possible, this procedure appearing desirable, rather than to further delay the closing out of the project. It is our idea that the excess funds to be released can be utilized on Project No. 233-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

AUG 10 1936
OREGON

August 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the statement of liquidated damages "to be deducted" from the contractor's final estimate on Oregon U. S. Public Works project No. NRS 231-A, the Mill Creek section of the Beaverton-Aurora Highway.

In order that we may explain the matter fully in our final report when we forward the voucher for payment, we should like to know whether the contractor has accepted his final estimate as reduced by the amount of liquidated damages, or whether further negotiation or litigation is anticipated. We understand that in any event you do not intend to claim more than $14,000.00 on the project, but rather to absorb the released funds by modification of the agreement covering NRS 233-A.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Hwy. Engineer

FORM S-A-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

March 20th, 1936

IN REPLY PLEASE REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. W. E. Chandler
Division Engineer
State Highway Dept.
Office

Attention: F. D. Eason, Ass't Engr.

Dear Sir:

One of the heirs of the Allen Wills Estate who owns the property adjacent to the West Approach to the Mill Creek Bridge at Aurora, was in to see me this week regarding payment for borrow material that was taken from their property for the construction of the West Approach of that bridge. You will doubtless recall that it was necessary to procure approximately 1,500 cubic yards of material for this fill, which was not available within the limits of the 80-ft. right of way, and also that there was no material available from any other source within reasonable distance of the project.

I was sent from this office to Aurora to negotiate with the Will Estate for the extra material required and succeeded in making a satisfactory arrangement, to procure it from a section immediately south of the right of way, on their property. The price to be paid was five cents per cubic yard. I believe that the contractor took approximately 1,200 cubic yards from that source. There was no agreement in writing at the time as we understood that Resident Engineer C. K. Hubbard would compute this yardage and prepare a voucher for payment to these people.

It appears that this was not done; and therefore, the Wills are entitled to a settlement. Inasmuch as I made the deal for the State and they hold me more or less responsible and also because they were kind enough to grant this favor to the State, I recommend that some arrangement be made at once to make a settlement of the claim with them. I believe that the final records of the project will contain the data necessary to compute the quantities of material taken.

Very truly yours,

H. N. Hackett
Right of Way Engineer

HNH:AR

cc to: R. H. Baldock ✓
G. S. Paxson
H. G. Smith

FORM 3-K-1 1500 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

231

December 17, 1935

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Your inquiry made to Mr. Glaisyer under date of December 9th, in which you inquire concerning the present status of bridge contract No. 2056, state highway contract No. 1594, in which contract Joseph H. Anderson was the contractor, has been handed to me for reply.

The work I understand has been completed but final payment has not been made because of some dispute between the contractor and the State. The State is anxious to close the transaction, but so far has been unable to do so.

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. B. Glaisyer

NOTED
H. B. GLAISYER

FORM 3-K-1 19011 1500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

April 19, 1935

Mr. Joseph H. Anderson,
3132 69th Avenue, N. E.,
Portland, Oregon.

Dear Sir:

Under instructions from the Highway Commission I herewith present to you for payment the State's claim in the total sum of $3,579.18 for work performed at your request under your contract with the State for the construction of a bridge over Mill Creek on the Beaverton-Aurora Secondary Highway.

A copy of this letter is being mailed to the Aetna Casualty & Surety Company, Bates, Lively and Pearson, Yeon Building, Portland, Oregon, surety on your bond given in connection with the said contract.

There has been earned and unpaid under your said contract with the State the sum of $ 2,059.89 and in remitting for the State's claim against you you may deduct that amount and remit to the State the balance which is $ 1,519.29. For your information I am inclosing an invoice showing the three items which make up the State's claim. We also inclose a copy of final estimate showing the total amounts earned, the total amounts paid and the balance due.

Yours very truly,

J. M. DEVERS

JMD:FW
Inc.
cc Aetna Casualty & Surety Company
R. H. Baldock
C. B. McCullough

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

April 19, 1935

Aetna Casualty & Surety Company,
Bates, Lively and Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

I am inclosing herewith a copy of a letter that I have this day mailed to Joseph H. Anderson, 3132 69th Avenue, N. E., Portland, presenting the State's claim and requesting payment thereof, which claim is for service performed in connection with that contract for the construction of a bridge over Mill Creek on the Beaverton-Aurora Secondary Highway, and pursuant to the request of Mr. Anderson.

For your information your attention is directed to page 22 of the contract, under which provision stated therein this claim was incurred.

There has been considerable controversy and discussion with Mr. Anderson and his attorney concerning this matter. Mr. Anderson claims additional compensation which the State is denying for the reason that there is no ground or legitimate basis on which his claims can be urged or paid.

I trust that it will not be necessary to institute court proceedings to bring about a payment of the State's claim.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.
cc R. H. Baldock
C. B. McCullough

231

NOTED
C. B. McCul

April 2, 1935.

Mr. J. M. Devers

Relative to the attached communication from Mr. Arnest, Mr. Baldock does not think he will be able to have any conferences this week.

It was suggested, however, that if desirable you and I could go over the matter with Mr. Arnest in a preliminary way. If you desire to set a date for this conference, let me know a day or so in advance and I will arrange to be here. Any date will suit me.

C. B. McCullough

CBM:AP

cc Mr. Baldock

September 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of August 27th, concerning the revised plans and estimate for the Mill Creek Bridge Section, Project No. NRS 231.

With regard to the north end of the project, the station description being 16+54.0 on the original plans and 15+56.0 on the revised plans, please note that each are equated to the same stationing (0+00) of the line ahead. Accordingly, the location on the ground of the north end of the project has not been changed. The change in the stationing was caused by the point of beginning (0+00) being beyond the south end of the project and the length of roadway from that point to the north end of the project, measured on the revised line, being less than that given by the original plans.

The change in the south end of the project from Sta. 7+07.8 to Sta. 3+80.6 resulted from the flatter curve used, thus making it necessary to carry the construction to the latter station to make a connection with the existing road. If this extension is not permissible, however, we can either cut the project back to a point that would retain the same length for the project (the south end being Sta. 7+07.8 less 98 feet) or to the station given by the original plans (7+07.8).

We are enclosing five blueprint copies of the project statement map which has been changed to more accurately indicate the location of the project. The description given in the project statement papers which were submitted previously, however, appears to cover the project as revised, and we are of the impression that additional copies will not be required.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Bash
Asst. Office Engineer

JWB:ER
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

August 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 24 enclosing revised estimate and price agreement, and revised plan sheet, all of which cover Oregon U.S. Public Works project NRS 231, Mill Creek Bridge section, Beaverton-Aurora Highway.

It is noted that the revised papers call for the extension of the project longitudinally from Sta. 7+07.8 back to Sta. 3+80.6 which extension includes a blind grade crossing of the Southern Pacific Railway main line and a short section lf 10% grade. The west end is cut from Sta. 16+54.0 to Sta. 15+56.0. From correspondence on previous projects, we are in doubt as to the legality of extending this project longitudinally. Also, the project statement did not cover the portion now proposed, so that revised project statement papers will have to be submitted and approved before further action can be taken.

The revised plan sheet submitted May 31, 1934, did not cover the proposed extension and we again call your attention to the necessity of obtaining approval on such changes before they are constructed or agreements finally executed.

Very truly yours,

WHLynch

W. H. LYNCH
District Engineer

August 24, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Due to a change made in the alignment of the Mill Creek Bridge Section, Project No. NRS 231, we are today sending, under separate cover, five blueprint copies of revised plans, and we are enclosing herewith six copies of estimate based on the quantities given in the revised plans.

Two additional pay items have been introduced, viz: "Roadway Excavation and Borrow" and "Truck Haul" and the unit prices for these items are covered by a supplemental price agreement, three copies of which are likewise enclosed herewith.

The changed alignment has necessitated increasing the length of the project, and we are of the opinion that this condition will require a modification of the agreement. If such is not the case, however, and it is possible to approve the revision as a minor change, such procedure will be agreeable with this office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRS 231

MILL CREEK BRIDGE SECTION OF THE
BEAVERTON-AURORA HIGHWAY IN MARION COUNTY

(Estimate as basis for modified agreement.)

Salem, Oregon, August 23, 1934.

BRIDGE

1,600	lin. ft.	Treated Trestle Piling	$ .96	low bid	$ 1,536.00
140	cu. yds.	Class "D" Concrete	18.00	" "	2,520.00
31,500	lbs.	Metal Reinforcement	.041	" "	1,291.50
31	M-FBM	Treated Lumber	93.00	" "	2,883.00
404	lin. ft.	Handrail	4.45	" "	1,797.80
All Required		Remove old Bridge & Maint. Traffic		" "	540.00
			Sub-total		$10,568.30
			10% Engr. & Cont.		1,056.83
			Total		$11,625.13

ROADWAY APPROACHES

All Required		Clearing & Grubbing		low bid	$ 400.00
2,786	cu. yds.	Roadway Excavation & Borrow	$ .50	agreed unit price	1,393.00
800	" "	Embankment in Place	.95	low bid	760.00
200	" "	Rock Sub-base	1.60	" "	320.00
20	" "	Filler	.40	" "	8.00
20	yd. mi.	Hauling Filler	.25	" "	5.00
200	tons	Class "A" Asphaltic Concrete	7.20	" "	1,440.00
330	"	" "C" " "	6.65	" "	2,194.50
2,100	sq. yds.	Surface Finish Coat	.061	" "	1,281.00
1,108	yd. mi.	Truck Haul	.10	agreed unit price	110.80
			Sub-total		$7,912.30
			10% Engr. & Cont.		791.23
			Total		$8,703.53

Length of Bridge	0.037 miles
" " Roadway Apprchs.	0.185 "
Total length	0.222 "
Cost per mile, Roadwork	$47,046.10

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	ERS Funds	State Funds
Bridge	$11,625.13	$11,165.96	$459.17
Roadway	8,703.53	8,359.75	343.78
	$20,328.66	$19,525.71	$802.95

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maint.: Chap. 41, laws 1927; Chap. 248, laws 1931

ms 231

July 31, 1934

Mr. C. B. McCullough
Bridge Engineer
Office

Dear Sir:

At the Highway Commission held in Eugene last night, the Commission approved the request of Joseph H. Anderson for an extension of time to October 31, 1934 in which to complete his contract for the construction of a bridge over Mill Creek on the Beaverton-Aurora Secondary Highway in Marion County.

The extension was granted without penalty with the provision that Mr. Anderson will sign a waiver of all claims that he might have against the Commission because he was delayed in starting his work on account of right of way difficulties.

Very truly yours,

Secretary

HBG:AJ

cc Mr. Baldock
Mr. McFarland

Form 39—11896—4M—10-33.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT
FOR SURVEYS ONLY

Date July 14, 1934

Job name Mill Creek Bridge Construction

Week from July 8 to July 14

Mail address Newberg

Highway Beaverton - Aurora

Telegraph or telephone address Newberg

County Marion Job Prefix 124PB

Express and freight address Newberg

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

2 Man-days - Field - Assisting Bridge Engineer.

RECEIVED
JUL 16 1934
OFFICE OF
CONST

Signed

Title Res. Engr.

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Cloudy	
Monday	Cloudy-Fair	
Tuesday	Fair	
Wednesday	Fair	
Thursday	Fair	
Friday	Fair	
Saturday	Cloudy	

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mil of sec to be surveyed 0.2

Miles of preliminary staked

Miles of location staked 0.2

Per cent of field work complete 2

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week 5.81

All other expense this week

Previous total expenditure this survey

Total expenditure including this week 5.81

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE NO. Ore. NRS 231

June 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Canfield
L. J. Canfield
Highway Engineer

Encls.

Iron!

Hwy. 19886

Form P. R. 2

State Oregon

U. S. Public Works

Project No. NRS 831

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933;

Whereas the Highway Department of said State submitted on the 28th day of December, 1933, a project statement, which was approved by the Secretary on the 9th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, five hundred twenty-five and 71/100 dollars ($19,525.71) as the share of the United States payable under said act on account of ~~Section~~ ~~of~~ said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge over Mill Creek, and approached thereto, between survey stations 7+07.8 and 16+54, all within the S.W. 1/4 of Sec. 12, T. 4 S., R. 1 W., W.M., length 0.179 of a mile~~s~~, in Marion County, being ~~Section~~ ~~of~~ Oregon U.S. Public Works project No. NRS 231, consisting of 0.132 of a mile~~s~~ of roadway and one bridge~~s~~, ~~each~~ of more than 20 feet clear span, 0.047 of a mile in length, known locally as Mill Creek Bridge, on the Beaverton - Aurora Highway.

8 5518

ROADS
APR 25 1934
PORTLAND ORE

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section~~ ~~of~~ said project shall not in any event exceed the sum of nineteen thousand, five hundred twenty-five and 71/100 dollars ($19,525.71), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost of ~~Section~~ ~~of~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927, and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

OMK By

Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. NRS 231, State of Oregon.

SECOND. ~~That~~ in accordance with said provisions I have approved the sum of $ 19,525.71 as the total estimated cost of said project, and the sum of $ 19,525.71 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~[illegible]~~ said total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture.~~

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

June 9, 1934

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of June 1st, requesting advice as to the circumstances which have necessitated a change in the location for the Mill Creek Bridge Project, Project NRS 231.

This change in location has been made necessary by difficulties encountered in securing the parcel of right of way occupied by the telephone building. The change in location throws the line back of this building and improves the line both in alignment and in grade.

Revised plan sheets showing the revision in detail and copies of our price agreement with the contractor will be forwarded within the next few days.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 1, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of revised plans covering the Mill Creek Bridge at Aurora, Oregon, U. S. Public Works project NRS 231.

Before recommending this change for approval, we should be advised as to the circumstances necessitating the new location and also as to whether the contractor has agreed to the change at his unit bid prices.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM B-E-1 13294 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

File 231

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 15, 1934.

Mr. Joseph H. Anderson
3132 69th Avenue, N. E.,
Portland, Oregon.

Dear Sir:

Attached hereto are four copies of an agreement covering the revised location for the Mill Creek Bridge at Aurora. Please sign these copies and return three of them to this office.

I am also attaching five copies of a price agreement covering the roadway excavation and borrow to be made on the revised location for this bridge. Please sign all five copies and return to this office. Upon their approval by the Bridge Engineer and the State Highway Engineer, an approved copy will be returned to you.

Very truly yours,

G. S. Paxson
Field Engineer

GSP:AP
Enclosures

cc Mr. Baldock

5132 N. E. 69th Avenue
Portland, Oregon
May 15, 1934.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In conformity with a conference held May 9, at Aurora, I hereby consent to the change in location of the Mill Creek Bridge at Aurora covered by Contract No. 1594 which was awarded me on January 18, 1934.

It is understood that in changing the location for this bridge, the quantities as bid upon have been materially changed and that a quantity to be known as "Roadway Excavation" has been added and is covered by a price agreement executed this date. Notwithstanding these changes, I agree to accept payment on these revised quantities at the unit prices specified in the above mentioned contract, and by this agreement waive any claim for damages due to delay occasioned by this revision of location.

It is further understood that the removal of the old hotel building now under way shall include the breaking up of the concrete foundations so that they may be removed by the ordinary grading methods and that any expense to which I am put in breaking up these foundations shall be covered by an extra work order in conformity to the general specifications.

It is further understood that subject to the consent of my bondsmen, the time for the completion of the contract will be extended to October 31, 1934.

Very truly yours,

Joseph H. Anderson

February 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Mill Creek Section, Project No. NRS 251.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 231

MILL CREEK SECTION OF THE BEAVERTON-AURORA HIGHWAY IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, February 6, 1934.

Bridge

20	cu. yds.	Excavation	$ 2.50	$ 50.00
2,200	lin. ft.	Treated Trestle Piling	0.96	2,112.00
185	cu. yds.	Class "D" Concrete	18.00	3,330.00
41,000	lbs.	Metal Reinforcement	0.041	1,681.00
41	M-FBM	Treated Lumber	93.00	3,813.00
505	lin. ft.	Composite Handrail	4.45	2,247.25
All Required		Removal of Old Bridge & Maint. Traffic		540.00
			Sub-total	$13,773.25
			10% Engr. & Cont.	1,377.32
			Total	$15,150.57

Roadway Approaches

All Required		Clearing and Grubbing		$ 400.00
1,100	cu. yds.	Embankment in Place	$0.95	1,045.00
150	" "	Rock Sub-base	1.60	240.00
20	" "	Filler	0.40	8.00
20	yd. mi.	Hauling Filler	0.25	5.00
120	tons	Class "A" Asphaltic Concrete	7.20	864.00
200	"	Class "C" Asphaltic Concrete	6.65	1,330.00
1,400	sq. yds.	Surface Finish Coat	0.061	85.40
			Sub-total	$ 3,977.40
			10% Engr. & Cont.	397.74
			Total	$ 4,375.14

Length of Bridge	0.047 mile
Length of Roadway Approaches	0.132 "
Total Length	0.179 "

Cost per mile, Roadway $33,145.00

National Recovery Secondary Highway Funds Requested

Bridge	$15,150.57
Roadway Approaches	4,375.14
	$19,525.71

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1931.

State funds for Maintenance: Chapter 41, Laws 1927; Chapter 248, Laws 1931.

Mro 231

January 31, 1934

Mr. Joseph H. Anderson
3132 N. E. 69th Avenue
Portland, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 19, for the construction of a bridge over Mill Creek on the Beaverton-Aurora Secondary Highway in Marion County, and awarded to you yesterday the contract for such work at your bid price of $17,780.65.

Please consider this letter as your authority and our request to commence immediate construction operations.

Contract forms will be sent you shortly for execution.

Very truly yours

Secretary

HBG:AJ

cc Bridge Dept

FORM 0-E-1 9642 1M 6-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 30, 1934

Mr. Joseph H. Anderson
3132 69th Ave. N. E.
Portland, Oregon

Dear Sir:

This will confirm the writers telephone conversation with you this afternoon in which he advised you that the contract for the Mill Creek Bridge at Aurora, on which you were low bidder, was awarded to you as of today.

The contracts will be sent to you for execution within a day or so. You may consider this letter your authority to proceed with the ordering of materials and starting work on the bridge.

Very truly yours

C. B. McCullough
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

WAR LD

cc H. B. Glaisyer ✓

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 30, 1934

RECEIVED
FEB 7 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our prior verbal concurrence in award of contract for Oregon U. S. Public Works Project NRS 251, Mill Creek Bridge at Aurora, to Joseph H. Anderson of Portland, Oregon, the low bidder. This is in conformity with the writer's conversation with Mr. Reeves.

Very truly yours,

W. H. Lynch
District Engineer

By LCanfield
L. J. Canfield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 12, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Acting Chief of Bureau on January 9, 1934, approved the project statement for Oregon U.S.Public Works project No. NRS 231, involving the construction of a bridge and approaches~~, .2 of~~ a mile in length, across Mill Creek, in Section 12, T 4 S, R 1 W, on the Beaverton-Aurora Highway, in Marion County.

It is noted that the preliminary estimate of cost in Item 5 of the project statement is $12,000, while the detail estimate submitted at the same time shows an estimated cost of $21,434.60.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The project statement and the plans, specifications and estimate for Oregon USPW project NRS 231, the Mill Creek section of the Beaverton-Aurora Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Canfield
L. J. Canfield
Highway Engineer

January 2, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Mill Creek Bridge, Project No. NRS 231.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS-[illegible]

MILL CREEK SECTION OF THE BEAVERTON-
AURORA ~~SECTION~~ Highway IN MARION COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 2, 1934

Bridge:

20	cu. yds.	Excavation	$ 5.00	$ 100.00
2,200	lin. ft.	Treated Trestle Super-structure	1.00	2,200.00
185	cu. yds.	Class "D" Concrete	22.00	4,070.00
41,000	lbs.	Metal Reinforcement	0.06	2,460.00
41	M-FBM	Treated Lumber	100.00	4,100.00
500	lin. ft.	Composite Handrail	4.00	2,000.00
All Required		Removal of Old Bridge & Maint. Traffic		500.00
			Sub-total	$ 15,450.00
			10% Engr. & Cont.	1,545.00
			Total	$ 16,995.00

Roadway Approaches:

All Required		Clearing & Grubbing		$ 50.00
1,100	cu. yds.	Embankment in Place	$ 1.00	1,100.00
150	" "	Rock Sub-base	2.00	300.00
20	" "	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
120	tons	Class "A" Asphaltic Concrete	8.00	960.00
200	"	" "C" " "	7.50	1,500.00
1,400	sq. yds.	Surface Finish Coat	0.08	112.00
			Sub-total	$ 4,036.00
			10% Engr. & Cont.	403.60
			Total	$ 4,439.60

Length of Bridge	0.047 mile
" " Earth Approaches	0.132 "
Total length	0.179 "
Cost per mile	$ 25,628.78

National Recovery Secondary Highway Funds Requested:

Bridge	$ 16,995.00
Roadway	4,439.60
	$ 21,434.60

December 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Mill Creek Section of the Beaverton-Aurora Highway to which has been assigned NRS-231.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

STATE Oregon
PROJECT NO. NRS 231
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
~~FEDERAL AID ROAD ACT~~
~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto.~~
Approved June 16, 1933

(Date) December 28, 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved June 16, 1933, ~~July 11, 1916 (39 Stat., 355)~~, entitled "An Act to encourage national industrial recovery, to foster fair competition, and to provide for the construction of certain useful public works," ~~to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Mill Creek Bridge Section, Beaverton-Aurora Highway

2. ~~Between control points of official description:~~ Located in S.W. 1/4, Sec. 12, T. 4 S., R. 1 W. and

3. Between intermediate control points if used: and

County of Marion

4. Length in miles (gross) (net)

5. Preliminary estimate of cost: Total, $ 12,000; section of road to be first improved, $ 12,000,

of which $ 12,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.)
Sufficient to insure completion; Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 348, laws 1933.
(Source; refer to statute.)

(*b*) County
(Amount.) (Source; refer to statute.)

8—3072

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Current Income; Chap. 41, Laws 1917; Chap. [illegible], Laws 1932 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

STATE [illegible]

PROJECT NO. NRS 231
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) [illegible] 195

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of ...., pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its ...., constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agricultur under the provisions of the said Acts.

1. Local name of road Mill Creek Bridge Sect. [illegible] [illegible] [illegible]
Located in SW 1/4 Sec. 12, R1W, T4S

~~2. Between control points of official description~~: .... and ....

3. Between intermediate control points if used: .... and ....

County of Marion

4. Length in miles (gross) .... (net) ....

5. Preliminary estimate of cost: Total, $12,000; section of road to be first improved, $1[illegible],

of which $12,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: .... (Amount.)

.... (Source; refer to statute.)

(b) County .... (Amount.) (Source; refer to statute.)

....

8—5072

7. **Funds for maintenance to be provided by** State **, from the following sources:** Current revenues. Chap 41, Laws 1917; Chap 348, Laws 1932
(State or (and) county.)
(Refer to statute.)

8. **Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project:** Treasurer State of Oregon

9. **Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:**

10. **Places on the project having a population of 2,500 or more as shown by the latest Federal census:**

11. **Additional remarks:**

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Ore. State Hwy
(Official title of Highway Department.)

By
(Title of officer.)

By
(Title of officer.)

By
(Title of officer.)

R.1 E.
R.1 W.

CONTRACT#1595

[redacted]

NRM 111-B Coquille Sec., Oregon Coast 1934
Hwy.

1595

#1595

October 2, 1934

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1595 for the construction of the Coquille Section of the Oregon Coast Highway in Coos County has been completed by the contractors, R. I. Stuart & Sons, and that final settlement will be made by the State with said contractors for work done under said contract on or after October 12th, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $3,411.44 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-A-1 15974 7500 7-24

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALD
STATE HIGHWAY
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

111-B

Sept. 25, 1924.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: R. G. SMITH

Dear Sir:

Attached hereto you will find the Semi Final Estimate on the Coquille paving job, prefix C PU. All quantities except those performed by the State paving plant were finished in the Spring and the State paving plant finished their work August 9th. Mr. J[illegible] has been holding this, expecting some further [illegible] report from the State paving plant but I think he has sufficient data here to substantiate the quantities.

Underruns exceeding 10% occurred in excavation, truck haul and tie bars, because these items were over estimated in the preliminary estimate. An underrun occurred in concrete curbs because the owner of adjacent property requested us to omit same to form a driveway for him. An underrun in asphaltic concrete occurred. This item was hard to estimate and was evidently over-estimated in the preliminary estimate as a good job was secured with 67 tons instead of 100 tons.

After the job was started it was found necessary to construct one concrete catch basin and place 90 feet of concrete pipe, which were not contemplated in the preliminary estimate. It had been planned to drain the water onto the [illegible] but the property owner objected to this and better construction was secured by constructing catch basin and culvert pipe.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM S-A-1 18874 7500 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

6-2

OREGON STATE HIGHWAY COMMISSION
SALEM

111-13

Sept. 6, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: W. G. SMITH

Dear Sir:

Attached hereto you will find a letter written by the City Recorder of Coquille formally accepting the paving work of the State Highway Commission on Front Street, which was a municipal project.

I have secured this formal acceptance so that if further question on work or maintenance should arise, the obligation will rest on the City.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AW

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREGON

Sept. 5, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon USPW Project No. NRM 111-B ______, was made by a representative of this office on August 22, 1934. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

#1595

111-B

August 20, 1934

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Resident Vice President,
Failing Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of August 18th concerning the R. I. Stuart & Sons Contract No. 1595 - Coquille Section of the Oregon Coast Highway in Coos County.

Please be advised that this contract was completed on May 16, 1934 and was accepted on June 6, 1934. As soon as we are ready to make final payment we will give you the customary ten days notice and will advise you of the total amount to be paid.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1595

DEPARTMENT OF OREGON
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
FIDELITY and SURETY BONDS
BURGLARY and PLATE GLASS INSURANCE
Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

August 18th 1934

Mr.H.B.Glaisyer,Secretary,
Oregon State Highway Commission,
Salem,Oregon.

Dear Sir;-

Re;Contract #1595,R.I.Stuart and Sons.

Would you be good enough to advise us the date when the above contract was completed and accepted and the total amount paid the contractors,

Appreciating the courtesy,we are,

Very truly yours,

R.E.Pinney,
Res.Vice Prest.

111-P

August 16, 1934

Mr. M. O. Smith
Construction Engineer
Office

Dear Sir:

In the final estimates for the Arlington and Condon projects, it is noted that the seal coats called for by the specifications have been omitted, and that the quantities of rock topping and rock base have been reduced to such extent as to be practically equivalent to elimination.

As these projects are federal aid projects, it will be necessary to explain why the contractor was relieved of his obligation to furnish the seal coat and base materials, and how the eliminations mentioned could be made without resulting in a less substantial improvement than the approved plans contemplated.

At Mr. Baldock's request, I am asking you to report on these matters.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:KR

Form 338—5M—2-34

111-13

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug 11, 1934

Section Coquille

Kind of work Paving

Highway Ore Coast.

Section prefix 6PU

Contractor R.L. Stuart & Sons

Contract number 1595

Date of contract Feb. 15, 1934

Date of completion June 30, 1934

Date work started Apr. 4, 1934

Estimated date of completion Aug. 9, 1934

Amount of contract $ 4381^{00}

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 4096.43

Per cent of contract completed, based on total contract price %

Engineering costs to date, $ 526^{41}, %

Date project was completed Aug. 9, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

State patching crew No. 5 paved with Asphalt Concrete Wednesday and finished paving at noon Thursday, Weighed 7 loads Completed Job Prefix 6PU, Contract # 1595 Total tonnage of Asphalt Concrete 67 tons.

RECEIVED
AUG 13 1934
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Coquille Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.085
Miles partially completed					
Miles completed					0.085
Total estimated quantities					100 Tons
Estimated quantities moved or placed to date					67 Tons
Average daily quantities					45
Average daily quantities necessary to complete project on time					0
Number shifts per day					1
Hours per shift					8
Average force on project for week					29

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES Patching Plant No 9.		
Men					29		29
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 1, Mixers 1, Crushing or screening plants ....,
Compressors ...., Bull dozers ...., Sheet-foot rollers ...., 6 - 1½ Ton Trucks, . . 1 - 2½ Ton Tr., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday	Clear		

118

August 8, 1934

R. I. Stuart & Sons
Medford, Oregon

Attention: Mr. R. I. Stuart

Gentlemen:

Reply is made to your letter of August 1 regarding your final estimate for the construction of the Coquille Section of the Oregon Coast Highway in Coos County.

Investigation reveals that the reason final payment has not been made is due to the fact that you requested the State to do the paving work connected with this contract. We are obliged to withhold final payment for the work until this paving is completed. It is my understanding that this paving work is now being done and it is likely that the final adjustment and settlement will be made in the near future. I can assure you that we have not forgotten this matter but it has been delayed for the reasons stated above. We will expedite payment of this final estimate as much as possible.

Yours very truly,

Secretary

HBG:MC

#1595

H. BALDOCK
HIGHWAY ENGINEER
SALEM

11-B

I. STUART & SONS
CONTRACTORS

MEDFORD, OREGON, Aug. 1-1934

H.B.Glaisyer

Sec. State Highway Com.
Salem Oregon.

Dear Sir;

Have not heard anything of Final Estimate
on Coquille Job.
Though perhaps you had forgoten about it.
our work was finished early in May.
Please advise us,
Very truly yours R.I.Stuart & Sons

by R I Stuart

Jim
what is status of this?
HBG

FORM 5-A-1 19743 15M 5-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

111-B

June 14, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Herewith Price Agreement for cement adjustment on the Coquille paving job, contractors R. I. Stuart and Sons.

The cost of cement at the mixer has been agreed on at $2.61 per barrel and the cement adjustment in favor of the State if 43.97 barrels or a total in favor of the State in the sum of $114.76. This contract is complete except for the placing of 100 tons of asphaltic concrete which is to be placed by State Crew in about three weeks.

Please retain receipted invoices as part of the final records for this job.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

NOTED

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. NRM 111-B

POST OFFICE BUILDING
PORTLAND, OREG.

June 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Canfield
L. J. Canfield
Highway Engineer

Encls.

Jwr

Hybr 19840

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-111, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934

by and between **the Oregon State Highway Commission**

, constituting

for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; **particularly the National Industrial Recovery Act (Public No.67, 73rd Congress), approved June 16, 1933:**

Whereas the Highway Department of said State submitted on the **28th** day of **December**, 1933, a project statement, which was approved by the Secretary on the **2nd** day of **February**, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section **B** of said project which were recommended for approval by the United States District Engineer on the **31st** day of **January**, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

four thousand, seven hundred forty and 45/100

dollars ($**4,740.45**) as the share of the United States payable under said act on account of Section **B** of said project, which **is** ~~[illegible]~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 488+93 on Front Street between Willard and Ferry Streets and survey station 493+41 near the crossing of the Southern Pacific Railway tracks on Ferry Street all within the town of Coquille

, length 0.084 of a mile/, in Coos County,

being Section B of Oregon U.S.Public Works project No. NRM-111, consisting of

0.084 of a mile/ of roadway and no bridges, ~~such~~ of more than 20 feet clear span, ~~of miles in length~~. known locally as Front Street and Ferry Street in the city of Coquille an official control point on F.A.Route 14.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 3 of said project shall not in any event exceed the sum of four thousand, seven hundred forty and 45/100 dollars ($ 4,740.45), certified to the Secretary of the Treasury as above mentioned, which ~~does~~ ~~[illegible] Federal pro rata share of~~ ~~dollars ($~~ is ~~%~~the approved total estimated cost of Section 3 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, (Include reference to statute authorizing Laws of 1931. funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By C. J. Walker
Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
[illegible]

U. S. GOVERNMENT PRINTING OFFICE: 1933 8—5518

By
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S. Public Works** Project No. **NRM-111-B.** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **4,740.45** as the total estimated cost of said project, and the sum of $ **4,740.45** as the share of the United States, payable under said acts on account of such project, which **is the** ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

U. S. GOVERNMENT PRINTING OFFICE 1934 8—4829

By
Acting Chief, Bureau of Public Roads

STATE OF OREGON
HIGHWAY COMMISSION
Salem, Oregon

Proposal for State Highway Construction

On the COOS BAY-ROSEBURG *Highway*

in COOS *County*

COQUILLE *Section*

448 lin. ft. Paving

19 34

Project No.

Proposal of

Bids Received

EXAMINED AND RECOMMENDED FOR APPROVAL
DIST. OFFICE (DATE) JAN 31 1934
REG. HDQTRS. J.R.C. (DATE) APR 25 1934

INSTRUCTIONS TO BIDDERS

Work Upon Which Bids Are to Be Received

The work upon which bids are to be received is as described on the sheets inserted between pages 6 and 7 hereof.

Time and Place of Receiving Bids

The time and the place at which bids will be received are as stated upon the sheets inserted between pages 6 and 7 hereof.

Submission of Proposals

Each proposal must be presented under sealed cover, to the State Highway Commission at the time and place fixed for the receiving of bids, and must be made identifiable by a notation upon the outside of the cover stating that it is a proposal and giving the name of the particular project to which it applies.

To insure the receipt and consideration of proposals by the State Highway Commission, same must be delivered by the bidder in person, or by messenger, particularly in cases where bids are to be received at some place other than Salem, Oregon. The Highway Commission has no postoffice address other than Salem, and proposals mailed to any other address will be delayed in delivery. Proposals mailed to the Highway Commission at Salem will be given consideration if received at the Salem office in time to be conveniently transmitted to the place of meeting before the hour of opening bids, but the submission of bids in this manner is not desired, and the Highway Commission assumes no responsibility for the receipt, transmittal or consideration of bids so submitted.

All proposals must be made in the proposal form provided by the State Highway Commission for the particular work upon which the proposal is made. They must give the prices proposed, both in writing and in figures, and they must contain all signatures, names, addresses and other information called for.

Specifications and Plans

The work covered by this proposal shall be done in accordance with the provisions, specifications, terms and requirements set out in the "Standard Specification and Contract Agreement Form" in use by the State Highway Commission at the time bids are called for, supplemented by the special provisions, given upon the sheets inserted between pages 6 and 7 hereof, and supplemented by the plans, profiles and other information on file in the office of the State Highway Commission at Salem, Oregon.

A copy of the "Standard Specification and Contract Agreement Form" above referred to will be furnished to the bidder upon request.

Contract

The contract into which the successful bidder shall enter shall be of the form given in the standard specification and contract agreement form above referred to.

Surety Bonds

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a surety bond, which surety bond must be the surety bond of an incorporated surety company licensed to transact business in the state of Oregon, and which bond must be in all respects satisfactory and acceptable to the State Highway Commission. The amount of the surety bond shall be the same as the amount of the contract.

It is agreed that the contractor shall, within ten (10) days (not including Sunday) from the date of receiving from the said State Highway Commission the contract prepared and ready for execution, and before commencing the work hereunder, furnish the said State Highway Commission a corporate surety bond, as above specified, for the faithful performance of the contract in all respects, and the contract shall not be binding until said bond is so furnished and approved by said State Highway Commission, and if not so furnished within the ten (10) days herein specified the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon the security accompanying this proposal shall be forfeited, and the same shall become the property of the State Highway Commission. The form of surety bond shall be that adopted by the State Highway Commission.

In connection with contracts for paving work, the surety bond shall apply to, and guarantee, the satisfactory compliance of the contractor with the requirements in regard to the guarantee of workmanship and materials and the maintenance of pavement for a one-year period as set out in the contract and specifications.

Bid Quantities Approximate Only

The bid quantities in this proposal are only an approximate estimate of the quantities of work involved, being given as a factor for the computation of the total amounts of bids, upon which basis such bids are to be compared. The State Highway Commission does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the State Highway Engineer.

Changes in Plans, Specifications or Quantities

The State Highway Commission reserves the right to, at any time prior to the hour of opening bids, make such changes or corrections in plans, specifications or quantities as may appear to the Highway Commission or the engineer to be necessary or desirable. Bidders will be notified of such changes or corrections by letter mailed to the contractor's address as it appears in the files of the Highway Commission, or an announcement of such changes or corrections will be made immediately prior to the opening of bids and bidders given the opportunity to withdraw their bids.

The State Highway Commission will not be responsible for failure of bidders to receive notifications sent out as above stated or for failure of bidders to withdraw their proposals after announcement of changes or corrections in plans, specifications or quantities, and all proposals opened will be understood to be based upon the changed or corrected plans, specifications or quantities, and all bidders will be bound thereby.

Examination of Plans, Site, Conditions, Etc.

It is understood that the contractor, before signing this proposal, has made a careful examination of the attached conditions and of the plans, specifications and contract agreement; that he has fully informed himself as to the quality of materials and character of work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials.

The state of Oregon will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the contractor as a result of the contractor's failure to fully inform himself in regard to all conditions pertaining to the work.

Bids on Patented Pavements or Pavement of Special Design

Any person, firm or corporation in response to the notice and advertisement for bids may, under the conditions imposed upon bidders in the notice inviting such bids, or by law, submit a proposal and bid to make the improvement with a patented pavement, or unpatented pavement of special design of the character and type described in such notice; provided, however, that every such proposal and bid to make the proposed improvement with a patented pavement or unpatented pavement of special design shall be accompanied by and there shall be submitted therewith specifications for laying and constructing such patented pavement or unpatented pavement of special design, designating the quantity and proportion of the several materials and ingredients composing such patented pavement or unpatented pavement of special design, and the kind, quality and standard of the materials and ingredients to be used therein and providing that the quality and standard of such materials and ingredients shall be determined and tested in the manner designated by the standard specifications of the State Highway Commission and shall also provide the manner of laying and constructing the pavement and mixing and preparing the materials and ingredients thereof, all with the same minuteness of detail as is provided in the standard specifications of the State Highway Commission.

The owner, agent or licensee of any patented materials, patented mixtures, patented process or patented structure, who desires to have any of his said patented articles used in the construction of any of the public highways of the state, shall comply with the provisions of sections 44-301 to 44-304, inclusive, Oregon Code 1930.

Filling in Proposal Form

The bidder must submit his proposal on the proposal form contained herein. The blank spaces in the proposal must be filled in correctly, where indicated for each and every item for which a quantity is given, and the bidder must state the unit prices (written in ink, both in words and numerals) for which he proposes to do each item of the work contemplated.

Prohibition of Alterations

Proposals which are incomplete, or which are conditioned other than as herein authorized, or which contain any erasure, alteration, addition, or item not called for in the itemized proposal, or which contain any irregularity of any kind, or which are not in conformity to law, may be rejected as informal.

Bidding on More Than One Project

A bidder who desires to bid on more than one project at a single letting, but who desires to protect himself against receiving the award of more projects than he is equipped to handle, may bid on any number of projects, securing the protection desired by writing in on page 8 of the proposal form for each project bid on, a statement limiting, either by number of projects or by total of contract amounts, the volume of work that may be awarded to him. The statement shall be written into the proposal form for each and every project bid on, and in each case the wording shall be the same.

If the volume of work is to be limited by the number of projects, the wording of the statement must be as follows:

> "This bid is conditioned upon my (or our) not being awarded contracts for more than .... of the projects on which I (or we) have bid at this letting."

If the volume of work is to be limited by the total of the contract amounts, the wording of the statement must be as follows:

> "This bid is conditioned upon my (or our) not being awarded contracts at this letting for an aggregate total amount in excess of .... Dollars ($.........................)."

The bidder shall make no qualification of his bids which will reserve to himself the right to choose, from among two or more projects, the project or projects for which he will accept contract awards. Any selection of projects that may need to be made shall be made by the State Highway Commission.

Withdrawal of Proposal

Permission will not be given to withdraw, modify, or explain any proposal after it has been deposited with the State Highway Commission, except as previously provided.

Proposal Guaranty

Each bid shall be accompanied by cash, a bidder's bond made payable to the state of Oregon, or a certified check made payable to the secretary of state of the state of Oregon, for an amount equal to at least five (5) per cent of the total amount of said bid, and no bid shall be considered unless such cash, bond or check is inclosed therewith.

Should the successful bidder to whom the contract is awarded fail to execute the same within ten (10) days (not including Sundays) from the date of receiving the contracts prepared and ready for execution, or fail to execute and deliver the contract and contract bond as required, or fail to commence work, or fail to satisfactorily prosecute same in accordance with the terms of the contract, such cash, bond or check shall, if the Highway Commission so orders, be forfeited to said state of Oregon, and, at the option of the Highway Commission, the award may be withdrawn and the contract canceled.

If a bidder's bond is given, it must be executed upon the State Highway Commission's standard proposal bond form No. 1-A, copy of which bond form is bound herewith. Oregon and Washington agents of nearly all incorporated surety companies are supplied with copies of this standard form of proposal bond, and their copies may be used when circumstances make it inconvenient to secure an execution of the bond on the copy which is bound herewith. If desired, the bond form bound herewith may be detached for separate execution.

Opening of Proposals

Proposals shall be opened and read by the secretary of the Highway Commission in the presence of the commission and in the presence of bidders or their representatives submitting proposals, and any others who may be interested.

Comparison of Bids

All bids are to be compared on the basis of the total amounts of the bids as defined in the following paragraph:

Total Amount of Bid

The total amount of a bid for the purpose of determining the amounts of bidders' deposits and surety bond and of comparing the bids shall be the total sum computed from the State Highway Engineer's approximate estimate of the quantities of work involved, and the unit prices proposed in said bid.

Prequalification of Bidders

Bids for projects estimated to cost more than $10,000 will be received only from bidders who have prequalified as required by the provisions of chapter 225, Oregon Laws, 1931.

Right to Reject Proposals

The State Highway Commission reserves the right to reject any or all proposals and to waive technicalities as it may deem best for the interests of the state, or may proceed to do the work under the supervision of the State Highway Engineer, if in its opinion the best interests of the state will thereby be promoted.

Award of Contract and Return of Proposal Guaranties

All proposals shall be submitted subject to acceptance within thirty (30) days from the date of opening, and the bidder will not be bound for a longer period except by special agreement.

All proposal guaranties, except that of the successful bidder, will be released within three (3) days after the award of the contract or the rejection of the bids. In cases of deferred action, the proposal guaranties of all but the three (3) lowest bidders may, at the option of the Highway Commission, be released at an earlier date, and in no case will the proposal guaranty of any but the successful bidder be held for more than thirty (30) days without the consent of the bidder.

The proposal guaranty of the successful bidder will be held until the execution of the contract is completed and until a satisfactory surety bond is furnished.

DESCRIPTION OF WORK TO BE DONE
AND
SPECIAL PROVISIONS

SPECIAL PROVISIONS

Coquille Section, Paving

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon, in the Auditorium of the Public Service Building in Portland, Oregon, at nine o'clock A. M. (9:00 A. M.) on the fifteenth (15th) day of February, 1934.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the following work on the section of the Oregon Coast Highway in Coos County which lies between Willard Street and the crossing of the Southern Pacific Railway in the City of Coquille.

1. Construction of 90 lineal feet of concrete curbs.
2. Construction of 1,200 square yards of seven-inch Portland cement concrete pavement.
3. Furnishing and placing of 100 tons of asphaltic concrete.
4. Performance of such additional and incidental work as is called for by the specifications and plans.

The west end of the project is at Station 493+41, which station is at the crossing of the Southern Pacific Railway on Ferry Street in the City of Coquille.

The east end of the project is at Station 488+93, which station is on Front Street approximately 260 feet west of the center of Willard Street.

The length of the project is 448 lineal feet.

DATE OF COMPLETION

All work to be done under this contract shall be completed not later than June 30, 1934.

No. 1-a

GENERAL DESCRIPTION OF PROJECT

From the west end of the project (Station 493+41) northerly along Ferry Street and easterly along Front Street to Station 492+12.5 the existing oiled macadam and asphaltic concrete pavement is to be replaced with seven-inch Portland cement concrete pavement varying in width from 21.5 feet to 46 feet.

From Station 492+12.5 easterly along Front Street to the east end of the project (Station 488+93) the existing asphaltic concrete pavement is to be widened by constructing strips of seven-inch Portland cement concrete pavement on each side of the existing pavement. The irregularities in the grade of the existing pavement and the excessive existing crown are to be eliminated by constructing the strips of concrete pavement at a generally higher elevation than the edge of the existing pavement and by building up the adjoining portions of the existing pavement with asphaltic concrete.

The railroad grade crossing at the west end of the project and the intersection of Front and Ferry Streets are to be brought to a smooth surface and correlated grade with asphaltic concrete.

The existing asphaltic concrete pavement is 24 feet in width laid on a cement concrete base. It extends from a point opposite Station 492+22 easterly along Front Street to the east end of the project. The existing oiled macadam is approximately 22 feet in width and extends from the west end of the project northerly along Ferry Street to Station 492+22.

The widths of the widened pavement are variable and are to be as shown on the plans.

No. 2

FEDERAL REQUIREMENTS PERTAINING TO EMPLOYMENT OF LABOR, SUBCONTRACTING, USE OF DOMESTIC MATERIALS, ETC.

Application of Federal Requirements:

The requirements stated under this heading are requirements stipulated by the U. S. Bureau of Public Roads for application to all work financed in part or in whole with funds apportioned to the states for Emergency Construction of Highways by the National Industrial Recovery Act. They shall apply to the work to be performed under this contract and shall take precedence over any provisions of the contract that may be in conflict therewith.

Employment Lists:

One or more local employment services or agencies will be designated by the United States Employment Service to prepare the employment lists for the project. The contractor will be advised at or prior to the time of the award of the contract of the exact designations and locations of the agencies selected for this purpose; and the names and locations of such agencies shall be inserted in the contract.

Subletting or Assigning the Contract:

The contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than 80 per cent of the value of all work embraced in the contract exclusive of items not commonly found in contracts for similar work, or which require highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organizations of contractors performing work of the character embraced in the contract.

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer or his authorized representative. Requests for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The contractor shall give assurance that the minimum wage for unskilled labor and the maximum amount to be deducted for board, if furnished, as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way. Written consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Domestic Materials:

The contractor hereby warrants that all unmanufactured articles, materials, and supplies offered herein have been mined or produced in the United

States, and that all manufactured articles, materials and supplies offered have been manufactured in the United States substantially all from articles, materials or supplies mined, produced or manufactured, as the case may be, in the United States, unless articles, materials or supplies of the class or kind to be used, or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality. It has been determined with respect to asphaltic materials for highway purposes that it is impracticable to apply the above requirements.

Materials purchased and used under these specifications for which codes of fair competition as authorized under the National Industrial Recovery Act have been approved prior to the receipt of bids, shall be produced under such codes.

Selection of Labor:

All labor, skilled and unskilled, shall be employed from lists of available and qualified persons furnished the contractor by the employment agencies designated in the contract, provided, however, that employees in an executive, administrative or supervisory capacity may be employed without reference to such lists.

Whenever the contractor shall require labor he shall inform the designated employment agency or agencies of the number of laborers required for his needs and request a list of names from which he may select those necessary to meet his requirements. Should the employment agency or agencies at such times fail to supply a properly prepared list containing a number of names at least 25 per cent in excess of the indicated requirements of the contractor, giving the name, residence, age and previous occupation of each person, grouped in accordance with preference to (1) ex-service men with dependents who are residents of the political subdivision and/or county in which the work is to be performed, (2) other citizens and aliens who have declared their intention of becoming citizens who are bona fide residents of such political subdivision and/or county, (3) ex-service men with dependents who are bona fide residents of the State (or the Territory or the District of Columbia) in which work is to be performed, and (4) other citizens and aliens who have declared their intention of becoming citizens who are bona fide residents of the State (or the Territory or the District of Columbia) in which the work is to be performed, within forty-eight hours after the receipt of such request, the contractor may employ any available labor to meet his immediate requirements, provided, however, that when qualified the order of preference in employment stated in this paragraph shall apply. This above procedure shall obtain for each successive requirement of labor.

Any skilled or unskilled laborer found to be incompetent may be discharged, but replacement shall be made from lists furnished by the employment agencies, when such lists are available.

No skilled or unskilled laborer obtaining employment through the preference established herein and performing work satisfactory to the contractor shall be displaced because of any preference in employment which develops subsequent to his employment.

Wages, Hours of Employment and Conditions of Employment:

Executive or administrative employees shall include the contractor, superintendents, timekeepers, bookkeepers, clerical employees, storekeepers, or other office employees in a position of special trust and responsibility.

Supervisory employees shall include foremen, master mechanics, or any employees whose principal duties are to direct the work of others.

Skilled laborers shall include all persons employed as operators of power-driven equipment (other than passenger automobiles, and trucks of not more than 1½ tons rated capacity), carpenters, masons, blacksmiths, mechanics and all other persons employed at work requiring principally the use of special tools ordinarily used by persons skilled in particular trades. Any subcontractor who operates equipment, or who works with the tools of any trade shall be considered a skilled laborer for the time engaged in such work.

Unskilled labor shall include all labor not coming under the above classification. Watchmen, guards and waterboys shall be considered as unskilled laborers.

The minimum wage paid to all skilled labor employed on this contract shall be sixty-five cents ($0.65) per hour, unless other minimum wages are set forth herein for particular classes of skilled labor, in which event such minimum wages shall be paid to the respective classes of labor.

The minimum wages paid to all unskilled labor employed on this contract shall be fifty-five cents ($0.55) per hour.

The wages of all skilled and unskilled labor shall be paid in legal tender of the United States.

Unless this project has been approved by the U. S. Bureau of Public Roads as a project on which labor may be permitted to work more than 30 hours per week and specific mention of such approval is included hereinafter under the heading "Miscellaneous Provisions," skilled and unskilled labor shall not be permitted to work more than 30 hours in any one calendar week, except that working time lost because of inclement weather or shutdowns during the period of employment in any one week may be made up during the succeeding week or weeks of any one calendar month. The above limitation as qualified shall not apply to the operators of the following types of equipment, viz.: Power shovels, power cranes, concrete paving mixers and dredging machinery nor to skilled labor engaged on the following classes of work where exceptional skill is required to secure uniformly smooth road surfaces, viz.: Master concrete finishers, master formsetters and blade grader operators for bituminous surfaces and on bases for such surfaces, unless skilled labor qualified to perform such duties can be obtained from the employment lists furnished by the designated employment agency; provided, however, that employment for such classes of skilled labor shall in all cases be limited to not more than eight hours in any one day and not more than 40 hours in any one week. The limitation on hours of employment shall not apply to labor while employed in fighting forest fires.

No. 5

These provisions shall apply to:

Roadside production of materials, whether by sub-contract or otherwise.

All hauling of material from roadside quarries and pits, from railroad or water delivery points, or from local sources of production to the site of the work, whether the work be done by the contractor or by a subcontractor.

Concrete proportioning plants, from which material is used wholly on this contract or on contracts under the supervision of this department.

The provisions relating to hours of employment shall not apply to camp help, i. e., cooks, cooks' helpers, hostlers and stablemen.

Any deduction for medical aid, hospitalization or insurance shall not exceed the amounts specifically authorized or required by the laws of the state to be deducted for such purposes. No individual employed on the project in other than an administrative position shall be paid less than the minimum rate for unskilled labor.

Copies of all payrolls for work performed under this contract (whether done by the contractor or under a subcontract, or otherwise), certified under oath by the contractor or his authorized representative, shall be filed with the engineer, showing the name of each employee, the State and the county of his bona fide residence, the agency from which his name was obtained, whether or not a veteran with dependents, the class of work performed, the hours worked each day, the wage rate paid, the total amount earned and deductions for board, if any.

The payrolls shall be divided into three sections under which shall be appropriately grouped (1) Executive, administrative and supervisory employees; (2) Skilled labor and (3) Unskilled labor. Payrolls shall be submitted for each calendar month (or part thereof) not later than the fifth day of the following month. Deviation from this procedure will not be permitted. The contractor's time books shall be open to the inspection of the engineer at any time.

Where camps are operated by the contractor, or by persons affiliated with the contractor, a deduction on the payroll of more than one dollar ($1.00) per day for board and lodging will be considered a violation of the minimum wage specified herein. No deduction from the wages of any skilled or unskilled laborer shall be made on account of goods purchased or obligations incurred in any commissary or store owned, leased or otherwise controlled by the contractor. Obligations so incurred shall be subject to collection only in the same manner in which obligations in the ordinary course of business are collectible. Charges in excess of a fair market price for goods purchased from stores owned, leased, or otherwise controlled by the contractor will not be permitted.

8/19/33

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person who obtains work on the project, nor shall any person be required to pay any fee to any other person or agency obtaining employment for him on the project.

No skilled or unskilled labor shall be charged for any tools used in performing their respective duties except for loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects, and neither the contractor nor his agents, nor his employees, shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a skilled or unskilled laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee.

All of the above provisions shall also apply where work is to be performed by piece work, station work or by subcontract. The minimum wage shall be exclusive of equipment rental on any equipment which the worker or subcontractor may furnish in connection with his work.

Hand Labor Methods:

Clearing and Grubbing: All clearing and grubbing of timber less than 18 inches in diameter shall be done by hand labor or by team labor methods. The use of explosives will be permitted for loosening stumps.

Grading: All trimming of slopes in cuts and fills shall be done by hand labor methods.

Ditches shall be trimmed by hand labor or team labor methods.

Subgrading: All material windrowed between forms by the use of blade graders or subgrade planers shall be removed by hand labor methods.

Pipe and Underdrains: Trenches for pipe of 24 inch diameter or less, tile drains and similar structures shall be dug by hand labor or team labor methods. The use of explosives will be permitted where necessary.

Pipe of 24 inches diameter or less, except cast iron water pipe, shall be unloaded and placed by hand labor methods. The use of cranes, block and tackle, and any other equipment operated by hand labor or team power, will be permitted.

8/1/33

Backfilling of excavated material shall be done by hand labor or team labor methods.

Culverts and Masonry Structures and Small Bridges up to 50-foot Span: Cement and reinforcing steel shall be unloaded by hand labor methods.

Aggregates shall be moved from the stockpiles at the structure to the mixer by hand shovels, wheelbarrows, or carts, or other hand labor or team labor methods.

All carpenter and form work shall be done by hand labor methods. The use of steel forms, where allowed by the specifications, will be permitted.

Concrete shall be transported from the mixer to its place of use by carts or wheelbarrows. Chutes, where allowed in the specifications, will be permitted.

Finishing of structural concrete surfaces shall be done by hand rubbing, or other hand labor methods.

Curbs and Gutters: Subgrading for curbs and gutters shall be done by hand labor or team labor methods.

Concrete and its constituent materials shall be handled as specified under "Culverts and Masonry Structures and Small Bridges."

Guard Rails: All post holes shall be dug by hand labor methods.

Posts, where available in the quantity and quality required, shall be cut in the vicinity of the proposed work.

All painting shall be done without the use of mechanical equipment.

Drybound and Waterbound Bases (Macadam, Gravel, Limerock, Caliche, etc.) and Waterbound Surface Courses: All filler (dust, screenings, chips, sand, etc.) shall be spread by hand labor methods. Spreading of these materials through the tail gates of trucks will not be permitted.

Filler shall be broomed into the surface by hand labor methods.

Surface Treatments, Retreads and Mixed in Place Types: Sweeping of roadway, where required, shall be done by hand labor or team labor methods.

Bituminous Macadam Surface Course: Sweeping and cleaning of the base course in preparation to receive the surface course, where necessary, shall be done by hand labor or team labor methods.

Chips shall be spread by hand labor methods. Spreading of these materials through the tail gates of trucks will not be permitted. Chips shall be understood to include key rock as well as both coarse and fine screenings.

8/22/33

All Surface Courses: Sweeping and cleaning of the base course in preparation for reception of the surface course shall be done by hand labor or team labor methods.

Roadside Production of Crushed Stone and Gravel: Roadside production of crushed stone or gravel is construed to be production with portable or semi-portable crushing or screening plants established or reopened in the vicinity of the work for the purpose of supplying local material for a particular project or projects.

Earth stripping of quarries and gravel pits shall be done by hand labor or team labor methods. Trucks of not more than 1½ tons rated capacity may be used for hauling in connection with stripping.

Stone in the quarry shall be loaded by hand labor methods.

Large Bridges: All painting of steel work shall be done without the use of mechanical equipment.

Carpenter work and form work shall be done by hand labor methods and the use of mechanical saws will not be permitted at the bridge site. Electrical or mechanical drills shall not be used for boring holes in piles and forms at the bridge site.

Compliance with Codes:

No contractor will be considered eligible to submit a bid for the work to be done under this contract who has not signed or is not complying with the applicable approved code of fair competition adopted under Title I of the National Industrial Recovery Act for the trade or industry or subdivision thereof concerned, or, if there be no such approved code of fair competition, who has not signed or is not complying with the provisions of the President's Reemployment Agreement.

In case of conflict between such codes and these regulations or special provisions issued under the authority thereof, the regulations and special provisions shall govern.

Material purchased from commercial sources and incorporated in the work shall be produced under codes of fair competition approved under Title I of the National Industrial Recovery Act, or under the President's Reemployment Agreement.)

General:

Any violation of the spirit or the intent of the foregoing provisions shall render the contractor ineligible to bid upon any further work involving the use of "National Recovery Highway Funds."

1-25-34

No. 9

STATE REQUIREMENTS PERTAINING TO EMPLOYMENT OF LABOR, SUBCONTRACTING, ETC.

Description:

The requirements stated under this heading are supplemental to the federal requirements hereinbefore stated.

Proportions of Labor from Different Agencies:

If more than one employment service or agency is designated as a source of labor for this project, the proportion of labor to be secured from each source designated shall be as ordered by the U. S. Employment Service or by whomsoever that Service may authorize to act for it in that respect. The sources of labor and the proportion to be obtained for each source shall be subject to change from time to time during the progress of the work.

Classifying of Labor:

In the classifying of labor as between skilled labor and unskilled labor, it is understood and agreed that the rulings made by the U. S. Bureau of Public Roads, either before or during the performance of the work, shall govern.

Executive, Administrative and Supervisory Employees:

Employees considered to occupy executive or administrative positions are the contractor, his superintendent, any timekeepers, bookkeepers, clerical employees, or other employees in positions of special trust or responsibility. Employees considered to be in supervisory positions are master mechanics, foremen or any employees whose principal duties are to direct the work of others.

Foremen:

No person shall be classed as a foreman or as an employee acting in an executive, administrative or supervisory capacity, who engages in the performance of work as an operator of a piece of equipment or as a carpenter, a concrete finisher or other class of skilled or unskilled laborer.

Labor to Be Employed on Hourly Basis:

No person shall be employed on the work as a skilled laborer or as an unskilled laborer (cooks, cook's helper, hostlers and stablemen excepted) on any basis other than a fixed rate per hour. Employment of labor on any kind of a piece work or unit of production basis will not be permitted. No individual employed on the project in other than an administrative position shall be paid on a basis or at a rate which will yield less than the hereinbefore specified minimum rate per hour for unskilled labor.

Contractors May Not Work as Laborers:

Not more than two members of the contracting firm by whom the contract is held shall be engaged on the work in any capacity other than an executive, administrative or supervisory capacity. The working time of such members as are so engaged shall be limited to the same number of hours per week as is the working time of employed labor, and the time worked by them shall be shown on the payroll.

9/27/33

No. 10

Teams and Trucks:

Teams, trucks and other equipment shall not be hired or rented at wages or rates including the wages of drivers or operators. The wages of drivers and operators shall in all cases be paid separately from the wages or rentals paid for teams, trucks and other equipment.

Prompt Payment of Labor:

Labor shall be paid in full to within three days of date of payment at intervals not greater than sixteen (16) days.

Employees to Be Allowed to Earn Return Transportation:

No person hired for the work or sent to the work by an employment committee in accordance with orders of the contractor shall be discharged, or laid off until he has earned sufficient to make payment for board, lodging, commissary supplies, etc., and to pay his transportation expense (including meals) from the job to the county seat of the county from which he was hired, except in cases of proven insubordination, unwillingness to work, unsatisfactory performance of duties, or other such good and sufficient cause.

No person sent to the work by an employment committee at the request of the contractor shall be denied employment which will enable him to earn return transportation as above provided. If the contractor is not willing to accept selections made by the committee, he shall make his own selections before the men are ordered to report to the job.

Camps:

The camps provided by the contractor, or by persons affiliated with him, shall be sanitary, healthful and comfortable. The bunk houses, living quarters and mess house shall be dry and adequately heated and lighted. Pure water shall be available in adequate quantity. The lodging furnished shall include spring cots and mattresses. The meals furnished shall be substantial, wholesome and of good variety.

Submission of Payrolls:

The copies of payrolls to be submitted as specified in the foregoing federal requirements shall be prepared on payroll forms approved by the U. S. Bureau of Public Roads and acceptable to the engineer. Payrolls shall be complete in all respects and shall include all employees of subcontractors as well as all employees of the main contractor.

The payrolls shall be submitted in duplicate and payrolls for all time worked during a given calendar month shall be delivered to the engineer on or before the fifth day of the following month.

8/1/33

Proof of Eligibility of Labor:

At the request of the engineer, the contractor shall submit documentary evidence of the eligibility of each employee for employment on the project. For employes claiming eligibility through being exservice men with dependents, this evidence shall consist of a showing of the army or navy discharge papers and of the sworn statement of the employee giving the name, age, relationship and address of each dependent. For employees claimed to have been obtained through the specified employment agencies, the evidence shall consist of definite indication, over the signature of the proper employment agency official, that the employe has been regularly assigned to the project by the officially designated agency.

Penalty for Violations of Employment Provisions:

For violation of any of the federal requirements relating to employment of labor, the contractor will be liable to prosecution under the federal laws pertaining to violations of the provisions of the National Industrial Recovery Act.

Violation of any of the provisions of this contract relating to employment of labor will constitute cause for withholding payments to the contractor until satisfactory adjustment of the matters concerned is effected.

Gravel Borrow and Gravel Topping:

The federal provisions relating to roadside production of crushed stone and gravel do not apply to the borrowing or excavating of gravel or talus rock used in the construction of embankments or in the construction of roadbed balast or topping unless screening or crushing of the gravel is required.

SUBCONTRACTING

The contractor will be permitted to enter into a limited number of subcontracts for the performance of work to be done under this contract, provided the following conditions are complied with:

1. The total number of subcontracts shall not exceed four.

2. The total amount of work subcontracted shall not be more than twenty (20) per cent of the total amount of work included in the contract.

3. The subcontractor shall not subcontract any part of his work, or hire or rent any trucks or other equipment on any basis other than a per hour, per day or per month basis.

4. The subcontractor shall conform with all labor employment provisions of the contract as well as with all other provisions of the contract and he shall furnish certified copies of his payrolls the same as is required of the main contractor.

8/1/33

5. Not more than two members of any of the subcontracting firms shall be actively engaged on the work.

6. The provisions of all subcontracts shall be fair and reasonable, and shall be acceptable to the engineer in all respects.

7. No subcontract shall be entered into with an individual, partnership or corporation not considered by the engineer to be properly qualified and satisfactory in all respects.

8. No subcontract shall be entered into without the prior approval of the engineer in writing.

9. Copies of all subcontracts shall be furnished to the engineer before any work thereunder is commenced.

Except as above provided, no part of the work to be performed under this contract shall be subcontracted, and no person engaged in the performance of the work, except the members of the contracting firm, shall be paid on any basis other than a fixed wage basis.

The purchase of crushed rock, gravel, sand, batched concrete aggregate, mixed concrete and/or any other material, the production of which is often performed by highway contractors as a part of highway construction work, shall be considered subcontracting unless the materials are actually produced at and furnished from an established and recognized commercial plant.

The hauling of materials of the kinds referred to in the above paragraph, from points of production to batching plants, mixing plants, or directly to the work, except when done by rail, water, or by the contractor's own equipment, shall be considered subcontracting even though the hauling is performed by a commercial plant and payment for the same is included in the purchase price of the material. If batching plants are set up at rail or water delivery points and materials in part supplied to such plants by rail or water, the remaining materials required may be hauled from points of production to such batching plants without such hauling being considered subcontracting.

The hiring or renting of teams, trucks, power shovels or other equipment will be considered subcontracting if the time or wages of the owner of the equipment, or of any driver or operator of the equipment, or the cost of any labor enters, in any manner, into the computation of the amount to be paid for the use of the equipment or for the service rendered by it. Upon request of the engineer, the contractor shall provide full information and copies of all agreements pertaining to the terms of employment or rental and basis of payment for any teams or equipment engaged in any way in connection with the performance of work to be done under the contract.

Failure on the part of the contractor to comply with any of the above provisions relating to subcontracting will constitute cause for the withholding of payments to the contractor until full compliance is made. Willful violation

8/22/33

of the requirements or failure to promptly correct violations brought to the attention of the contractor, will be cause to refuse payment for any work performed by, or under the direction of the subcontractor or other person, persons, partnership, corporation or firm whose case constitutes or is involved in the violation.

TRUCKS TO BE LICENSED IN OREGON

All trucks engaged in the work to be done under this contract shall be licensed in the State of Oregon.

CLEARING AND GRUBBING

Specifications:

The clearing and grubbing work shall be performed in accordance with the standard specifications for "Clearing and Grubbing" as given in Section 7 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Areas to Be Cleared and Grubbed:

The area to be cleared and grubbed under this contract shall be the full width of the right of way throughout the length of the project.

Payment:

Payment for the performance of the clearing and grubbing work will be understood to be included in the payments to be made for some one or ones of the prices bid for listed bid items, and no separate or additional payment of any kind will be made for the same.

MOVING OF CONCRETE LIGHT POSTS

Work to Be Done:

Under this specification, the two concrete light posts at about Station 490+70 shall be moved from their present positions in front of the existing curbs to positions back of the existing curbs.

These light posts are approximately 3½ feet square by six feet high and are made of concrete.

Requirements:

The removing and reestablishing of the light posts shall be performed in a manner which will satisfy the following requirements:

1. Foundations of the same size and kind as those now in service shall be provided.

2. The existing concrete sidewalks and curbs shall be repaired as may be necessary to make suitable and sightly joints with the reestablished posts. Concrete used in the repairs to sidewalks, curbs, etc. shall conform in all respects to the concrete specified hereinafter for the construction of "Concrete Curbs".

3. The light fixtures shall be reinstalled in their proper positions and the electrical connections made in a workmanlike manner.

4. All new materials and parts required to replace or repair breakage and to make the reestablishment of the light posts and their appurtenances as specified shall be furnished by the con-

tractor, such new materials or parts to be the same as used in the original installation or the equal thereof in all respects.

5. All details of the work shall be performed in a workmanlike manner.

Measurement and Payment:

For moving and reestablishing the light posts and their appurtenances as above specified, payment will be made at the price bid per each for "Moving Light Posts". Payment for the necessary excavation work in connection with the removal and reestablishment of the posts will be made at the price bid per cubic yard for "Excavation, Single Classification".

GRADING WORK

Standard Specification to Apply:

All grading work involved in the project shall be performed in accordance with the standard specification for "Earthwork" given in Section 8 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Pay Excavation:

All excavation work necessarily performed under this contract, except excavation back of the back face of the new curbs, will be considered pay excavation.

Classification:

All pay excavation shall be classified in accordance with the single classification basis of classification described on page 21 (Section 8) of the standard specification form.

Compaction of Embankments:

All embankments shall be constructed in horizontal layers of thicknesses not exceeding eight (8) inches. Each layer shall be thoroughly compacted by rolling with a ten-ton three-wheeled power roller, or with a tamping roller of a type approved by the engineer. Unless the materials when placed in the embankments are sufficiently damp to compact in a manner satisfactory to the engineer, each layer shall be thoroughly wetted before rolling. Attempts to compact dry materials will not be permitted.

Materials for Shoulders:

Suitable materials encountered in the preparation of the subgrade shall, when so ordered by the engineer, be moved onto the area alongside the new pavement, there to form a shoulder for the new pavement.

Disposition of Excess Materials:

Excavated materials not needed for embankment construction and backfilling within the limits of the project shall be deposited at such locations as the engineer may order.

Payment for Hauling:

The hauling of excavated materials from the places of its excavation to the places of its use in embankment construction or back-filling within the limits of the project, shall be considered "free haul", and no payment for over-haul or truck haul will be made on the same.

The hauling of such excess excavated materials as are hauled beyond the limits of the project will be paid for at the price bid per yard mile for "truck haul", it being understood that the pay haul volumes are to be determined by measurement of the materials in their original positions prior to excavation and that the pay haul distances are to be measured in half-mile units, fractional half-miles to be allowed for as full half-miles.

Measurement and Payment:

Except as otherwise above indicated, the basis of measurement and payment for the grading work shall be as stated in the standard specification for "Earthwork" given in Section 8 of the standard specification form.

No payment will be made for any rehandling of materials that the contractor may do between the time the materials are first excavated and the time they are deposited in final position in the work.

REMOVAL OF CURBS, SIDEWALKS AND PAVEMENT

Work to Be Done:

Such existing curbs and sidewalks as are within the areas to be occupied by the new pavement ~~curbs, and sidewalks~~ shall be taken out and such areas of the existing pavement and oiled macadam surface as the engineer may direct shall be taken out and all of the materials of which they are composed shall be hauled away and deposited in the manner specified under "Disposition of Excess Excavation".

Measurement and Payment:

For each cubic yard of concrete or other material removed and disposed of as indicated in the foregoing paragraph, the contractor will receive the price bid per cubic yard for "Excavation, Single Classification".

The basis of payment for the hauling of the concrete and other materials shall be the same as hereinbefore specified for the hauling of other excavated materials.

CONCRETE CURBS

Work to Be Done:

Under this specification, the contractor shall construct concrete curbs where called for by the plans and at such other locations as the engineer may designate.

Designs:

The concrete curbs shall be of the design shown on the plans.

Specification:

The curb shall be constructed in accordance with the standard specification for "Concrete for Structures" as given in Section 34 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Details of Construction:

Concrete curbs shall be constructed of Class "B" concrete. Continuous curbs more than sixty feet in length shall be provided with expansion joints placed at such intervals that no section of the curb has a continuous length exceeding sixty (60) feet. The joints shall be filled with an approved type of premolded expansion joint filler having a thickness of one-half ($\frac{1}{2}$) inch.

Contraction joints shall be built into the curbs at intervals of fifteen (15) feet by the insertion of oiled steel plates three-sixteenths inch thick, the plates to be withdrawn as soon as the concrete has taken its initial set.

The curbs shall be constructed to the lines ordered by the engineer, curved sections of curb being constructed at all street intersections, at all existing approach driveways and at such other locations as the engineer may order.

For one week following the pouring of the concrete the exposed surfaces shall be kept covered with burlap, the burlap being kept continuously wet.

After the curbs are in place, all excavations shall be backfilled with good quality top soil.

Measurement and Payment:

For the construction of concrete curb as above specified, payment will be made at the price bid per lineal foot for "Concrete Curb".

No separate or additional payment will be made for the expansion joints and contraction joints or for the backfilling.

PORTLAND CEMENT CONCRETE PAVEMENT

Standard Specification to Apply:

The concrete pavement to be constructed under this contract shall be constructed in accordance with the standard specification for "Portland Cement Concrete Pavement" as given in Section 25 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Portion of Project to Be Paved:

The portions of the project on which concrete pavement is to be constructed are as indicated on the plans.

Preparation of Subgrade:

The subgrade for the concrete pavement shall be prepared in accordance with the standard specification for "Preparation of Subgrade for Concrete Pavement" (Section 24 of the standard specification form), except that payment for all work involved in the preparing of the subgrade, shall be understood to be included in the price bid for Portland cement concrete pavement, and no separate or additional payment will be made for it.

Expansion Joints:

The spacing of transverse expansion joints shall be as the engineer orders, but it shall nowhere exceed 90 feet. Where the spacing of joints is less than 40 feet, the thickness of the joint filler shall be one-half inch. Where the spacing is greater than 40 feet, the thickness of the filler shall be three-fourths inch.

Dowel Bars:

The dowel bars at expansion joints shall be 3/4 inch round bars, 24 inches in length. The spacing of the dowel bars shall be as shown on the plans. The expansion space at the ends of the dowel sleeves shall be at least 3/4 inch.

Contraction Joints and Longitudinal Joints:

The grooves to be cut in the pavement for the "dummy" type contraction joints shall be of rectangular cross-section, one-quarter ($\frac{1}{4}$) inch wide by two (2) inches deep. The grooves for the "dummy" type longitudinal joints shall be of rectangular cross-section, one-half (½) inch wide by two (2) inches deep. The exposed corners of the grooves shall be tooled to one-half (½) inch radius.

After the grooves have been cut in the concrete, they shall be filled with a premolded joint filler, the filler being a material which will meet the requirements specified for premolded expansion joint filler given in Section 50 of the standard specification form.

Pouring of Joints:

After the pavement has cured, all dirt, dust and other objectionable matter shall be removed from the expansion joints, contraction joints and longitudinal joints, and the spaces at the top of the joints shall be filled with a joint filler consisting of finely ground pumice mixed with hot asphalt. The pumice shall be mixed with the asphalt in the volumetric proportion of forty (40) per cent pumice to sixty (60) per cent asphalt. The asphalt shall be of 90-110 penetration. At the time of application, the mixture shall be heated to a temperature at which it will flow freely.

Hand Method of Striking-off and Consolidating Concrete:

The use of a machine finisher in connection with this project will be permitted, but will not be required. The striking-off and consolidating of the concrete by the hand methods described in the standard specification will be acceptable.

Delayed Finish Required:

The pavement to be constructed under this contract shall be finished by what is called "delayed finish" methods, which methods are as described in the following paragraphs, it being understood that those paragraphs are to supersede and take the place of the provisions which appear in the standard specification under the sub-headings "Transverse Floating", "Straight-edging" and "Final Smoothing and Brooming".

After the concrete has been struck-off and compacted, the coarse aggregate shall be worked down from the surface of the concrete by the use of a "porcupine" roller, operated by one man. This is a light, metal roller having projecting prongs so spaced as to accomplish the desired purpose. This roller will be furnished by the State without cost to the contractor.

Immediately following the rolling with the porcupine roller, the surface of the concrete shall be floated smooth and true to grade with long-handled wooden floats operated from the side of the pavement. These floats shall be ten feet long by approximately six inches wide, constructed as indicated by tool designs to be furnished by the engineer. They shall be placed on the concrete with their axis parallel to the highway center line and shall be drawn across the pavement transversely. After the surface has been thoroughly floated in this manner, the grooves for the contraction joints and longitudinal joints shall be cut into the concrete and the premolded joint filler put in place. Also, the templates for the white cement traffic stripe, if required, shall be put in place. The surface of the concrete shall then be again thoroughly floated with the long-handled wooden floats, all high areas being floated down and the low areas being built up by the addition of fresh mortar until testing with ten-foot straightedges shows the surface to be of a smoothness at least equal to that specified for the finished pavement.

When the required longitudinal smoothness is obtained, transverse inequalities and tool marks shall be removed by floating the surface with a board float ten inches in width by three-quarters inch in thickness having a length from two to four feet greater than the width of the surface to be floated. This float shall be placed on the surface with its axis at right angles to the center line of the highway, and it shall be moved lengthwise of the pavement with a slight back and forth motion transversely of the pavement. After having been thus moved over the length of one panel of pavement, the float shall be drawn back over the panel with a continuous forward motion and without any transverse motion. Upon completion of this floating, the surface shall be given a broom finish by drawing suitable light rattan or wire brooms transversely across the pavement with not more than one stroke per width of broom. Following the brooming, the concrete shall be edged and tooled as required.

The preliminary finishing operations described in the foregoing paragraphs are to be performed before the concrete takes its initial set, but in order that a minimum of settlement and shrinkage may occur after the preliminary finishing, these operations shall be performed no earlier than is necessary to insure their completion before the concrete is too stiff to work properly.

From six to twelve hours after the preliminary finishing is completed, and when the concrete has reached the stage in its setting when it can be scraped without injury, the surface of the concrete shall be scraped with steel edged scraping floats ten feet in length. These scraping floats shall be constructed in accordance with a design to be furnished by the engineer, and the scraping edge shall be of an approved grade or kind of alloy hardened steel. The floats or scraper shall be placed on the pavement with their axis parallel to the center line of the pavement and shall be drawn across the pavement transversely. The scraping shall extend over the entire surface of the pavement, and shall be continued until all humps, inequalities and irregularities in surface have been scraped off, and until the surface has a smoothness at least equal to that called for by the specifications. The scrapings of concrete shall be removed from the pavement, and the edges of the panels shall be trued up with an adging tool, if necessary. If required by the engineer, a light spray of water shall be applied immediately following the final scraping to leave the surface with a uniform appearance.

All floats, scrapers and straightedges used in the work shall be kept in true and perfect alignment and free from warp, twist and other defects. They shall be checked for defects at least twice daily, and all defects found shall be promptly eliminated. The use of badly worn or defective or otherwise unsatisfactory tools will not be permitted. There shall be on the work at all times a sufficient number of each kind of tool to enable each operation to be carried on with maximum effectiveness.

Measurement and Payment:

The basis of measurement and payment for the Portland cement concrete pavement shall be as stated in the standard specification for Portland cement concrete pavement (Section 25), except that the price bid for "Portland Cement Concrete Pavement" shall be understood to include and cover the cost of preparing the subgrade.

ASPHALTIC CONCRETE

Work to Be Done:

Under this specification, the contractor shall furnish and place asphaltic concrete for the improvement of the railroad grade crossing at the west end of the project and for the making of a suitable connection with the existing surfacing at the intersection of Front and Ferry Streets. He shall also furnish and place asphaltic concrete where required to build up the surface of the existing pavement to conform with the grade and crown of the new concrete widening strips.

Standard Specifications to Apply:

The asphaltic concrete shall be furnished, placed and paid for in accordance with the standard specification for "Asphaltic Concrete Pavement" given in Section 23 of the standard specification form, except as that specification is supplemented and qualified by the provisions which follow.

Preparation of Base:

Preparatory to the placing of the asphaltic concrete, the surface of the existing pavement and the edges of new concrete pavement with which the asphaltic concrete is to be in contact, shall be swept and made free of dirt, dust and other foreign matter, and shall be painted with hot asphaltic cement at a rate of one-tenth (1/10) gallon per square yard, the application of the asphaltic cement being made immediately preceding the placing of the asphaltic concrete materials so that it will be still hot when those materials are spread upon it.

Filling Between Old Pavement and
New Concrete Pavement:

At places where there may be some space between the edge of the old pavement and the edge of the new concrete shoulder, the space shall be carefully cleaned out and filled with asphaltic concrete, the same being solidly compacted by hand tamping.

Payment for the furnishing and placing of the materials required for such work will be made at the same price as applies to the furnishing and placing of the same class of asphaltic concrete when used elsewhere in the work.

Coquille Section, Paving

Proportioning:

For the proportioning of aggregates to be used in the asphaltic concretes, the standard specification relating to weigh box and scales shall be modified to permit the proportioning of aggregates by volume. The volume of each size or grade of aggregate, of mineral filler and of asphalt to be used in each mixer batch shall be as the engineer orders. The quantities ordered by the engineer shall be such, however, that the proportions of the different materials and sizes of materials will be within the limits specified in the standard specification form. The method of volume measurement and its accuracy shall be such as meets the approval of the engineer.

Mixing:

Mixing of the asphaltic concrete for this project will be permitted in a mixer of the "drum" type. The size of batch and the time of mixing shall be such as will produce a homogeneous mixture of thoroughly and properly mixed asphaltic concrete.

Machine Finishing:

Machine finishing of the asphaltic concrete will not be required on this project.

Surface Finish:

The aggregate in the surface finish coat shall be crushed rock or crushed gravel conforming with all requirements specified for coarse aggregate for use in the asphaltic concrete. It shall be of such size that all will pass a screen having three-quarter (3/4) inch circular openings and all will be retained on a screen having one-quarter ($\frac{1}{4}$) inch square openings.

The aggregate shall be spread uniformly at such rate between 8 and 12 pounds per square yard as may be found to be most effective. The placing of the surface finish coat shall follow within 100 feet the placing of the asphaltic concrete wearing surface course.

Measurement and payment:

The basis of measurement and payment for the asphaltic concrete pavement shall be as stated in the standard specification, it being understood that payment for the asphalt paint coat used in the preparation of the base is included in the payment made for the pavement at the price bid per ton for asphaltic concrete and that no separate payment will be made therefor.

MISCELLANEOUS PROVISIONS

Pneumatic Tired Trucks Required:

All trucks used in connection with the hauling operations to be performed under this contract shall be equipped with pneumatic tires on all wheels.

Adjustment of Public Utilities:

Such street monuments, manhole covers and casings, fire hydrants, water pipes, sewers and like facilities and appurtenances owned by the City or by individual users, as must be raised, lowered, moved or reinstalled on account of the construction work to be done under this contract, shall be raised, lowered, moved or reinstalled by the contractor, the same to be paid for as "extra work". The work shall in all cases be performed in accordance with the instructions of the engineer and in accordance with the state laws and city ordinances relating thereto.

Adjustment of Public Service Utilities:

Such gas lines, telephone lines, power lines and water pipe lines owned by public utility corporations as must be raised, lowered, moved or reinstalled on account of the construction work to be done under this contract, will be lowered, moved or reinstalled by the owners thereof. The contractor will be required to cooperate with these owners, however, and to coordinate his operations with theirs in the most helpful manner possible. He shall give the owners adequate notice of his needs, and shall allow them reasonable time for the performance of their work.

Paving of Connections with Intersecting Streets:

As a part of the work to be done under this contract, the contractor shall construct paved connections between the new pavement and all intersecting paved streets and driveways. This work shall be performed and paid for in the same manner and at the same prices as apply to other work to be done under the contract. Lines, grades and detailed instructions for the work will be furnished by the engineer.

Asphaltic Concrete May Be Furnished by State:

In case the contractor is unable to make other satisfactory and economical arrangements for the furnishing and placing of the small amount of asphaltic concrete called for by this contract, the State Highway Commission will furnish and place the same for him at the following unit prices:

Item	Unit Price
Class "B" Asphaltic Concrete	$ 7.50 per ton
Surface Finish Coat	.06 " sq. yd.

If the contractor desires to have the Highway Commission perform this work for him at the above prices, he must notify the Highway Commission to that effect, in writing, not later than March 31, 1934.

Provision for Traffic:

It is understood by the contractor that the work to be performed under this contract is to be performed without at any time closing the street to traffic, and that it is obligatory upon him to at all times provide and maintain a continuous roadway between the termini of the project, which roadway shall be suitable and adequate in all respects to carry all traffic using the street, safely and without material or objectionable delays or discomfort.

The contractor shall provide flagmen, barricades, lights and direction signs wherever and whenever they may be needed to safeguard traffic and pedestrians or to protect the work or the workmen from injury. At all important intersections and approach connections the contractor shall construct bridges over which the traffic may pass without injury to the new pavement.

All expense involved in providing for traffic as above specified shall be borne by the contractor.

Employment Agency:

The United States Employment Service has, through its Oregon Office at Portland, designated the National Reemployment Office at Coquille as the agency by which the employment lists for this project are to be prepared.

Schedule of Performance:

The United States Government through its National Recovery Act has provided the funds for this project with the purpose and intention of providing work for the unemployed at the earliest possible date. In order that this purpose and intention may be fulfilled, the contractor will be required to start work immediately and prosecute the same with the utmost vigor until it is completed.

The work shall be carried on continuously during the spring months, except when the weather conditions are so severe that the performance of work with reasonable efficiency is not possible. Decision as to the necessity of discontinuing any portion of the work by reason of unfavorable weather conditions shall be made by the engineer, and the contractor shall be governed thereby. The performance of work under conditions which prevent good workmanship or which will otherwise detrimentally affect the quality of the finished work will not, however, be permitted.

LIQUIDATED DAMAGES TO BE PAID IN CASE OF FAILURE TO COMPLETE AS SPECIFIED

The work to be done under this contract shall be completed on, or before, the completion date stated elsewhere herein, and it is expressly agreed and understood that time is of the essence of this agreement and the contractor expressly agrees to complete the work herein provided for on, or before, the said completion date. In the event that said work is not completed within said time, then it is mutually agreed that the State will sustain a loss or damage. The actual or exact amount of loss or damage sustained by the State on account of such delay will be impossible or difficult to ascertain or determine and, therefore, it is mutually agreed that as fixed, agreed and liquidated damages, the contractor shall pay to the State twenty-five dollars ($25.00) per day for each calendar day after said completion date, until the work provided for in this contract is completed or accepted, and the contractor and his surety shall be liable for the amount of such damage or loss.

Should such delay, if any, be occasioned by or on account of any act or cause chargeable to the State, then the time for the completion of said job will be extended for such additional period of time as is necessary to offset the delay chargeable to the State, provided the contractor shall, immediately upon the happening of such act or cause on the part of the State occasioning such delay, notify the State of the same and of the amount of the additional time required to complete said job, and in the event the contractor and the State are unable to agree with respect thereto, the engineer's decision as to the amount of additional time to be allowed shall be final. It is understood, however, that a delay in the awarding of the contract, providing the award is made within forty-eight (48) hours of the time fixed for the receiving of bids, will not constitute cause for the extension of the specified time limit.

PROPOSAL

To the State Highway Commission of the State of Oregon

The undersigned, as bidder, declares:

That the only persons or parties interested in this proposal as principal are those named herein;

That this proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined the plans, specifications, and form of contract therefor on file in the office of the State Highway Commission;

That he has personally inspected the actual location of the work and all other local conditions affecting it;

That he submits this proposal subject to the terms and conditions stated in the preceding "Instructions to Bidders"; and

That he has satisfied himself as to the quantities and conditions and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

He also proposes and agrees:

That if this bid is accepted, he will contract with said State Highway Commission, in the said form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and

That he will accept as full payment therefor the amount earned under the contract as computed, in the manner described in the specifications, from the quantities of the various classes of work performed and the respective unit prices bid as set out in the following schedule:

Coquille Section, Paving

Item No.	Item		Unit Price	Amount
1.	Moving Light Posts	2 Only		
	For - - - - - - - - - - - - - - - - - -	Each	$- - -	$- - - - -
2.	Excavation, Single Classification -	400 cu. yds.		
	For - - - - - - - - - - - - - - - - - -	per cu. yd.	$- - -	$- - - - -
3.	Truck Haul	200 yd.miles		
	For - - - - - - - - - - - - - - - - - -	per yd. mi.	$- - -	$- - - - -
4.	Concrete Curb	90 lin. ft.		
	For - - - - - - - - - - - - - - - - - -	per lin.ft.	$- - -	$- - - - -
5.	Portland Cement Concrete Pavement -	1200 sq. yds.		
	For - - - - - - - - - - - - - - - - - -	per sq. yd.	$- - -	$- - - - -
6.	Expansion Joints	180 lin. ft.		
	For - - - - - - - - - - - - - - - - - -	per lin. ft.	$- - -	$- - - - -
7.	Contraction Joints	580 lin. ft.		
	For - - - - - - - - - - - - - - - - - -	per lin. ft.	$- - -	$- - - - -
8.	Dowels	130 only		
	For - - - - - - - - - - - - - - - - - -	each	$- - -	$- - - - -
9.	Tie Bars and Reinforcement	300 lbs.		
	For - - - - - - - - - - - - - - - - - -	per pound	$- - -	$- - - - -
10.	Class "B" Asphaltic Concrete	100 tons		
	For - - - - - - - - - - - - - - - - - -	per ton	$- - -	$- - - - -
11.	Surface Finish Coat	1000 sq. yds.		
	For - - - - - - - - - - - - - - - - - -	per sq. yd.	$- - -	$- - - - -

Total Amount of Bid $_______________

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to him, is..

...., doing business at
(State whether the bidder is "a corporation," "a partnership" or "an individual")

.... Street,

...., City and State,

which address is the address to which all communications concerned with this proposal and the contract should be sent.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this proposal as partners or principals are as follows:

Name	Address
....	....
....	....
....	....
....	....
....	....
....	....

The name of the surety by which the surety bond covering the contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of surety ....

Name of agent ....

Address ....

Accompanying this proposal is .... in the amount of
("Bidder's bond," "cash," or "certified check")

.... Dollars ($..............................)

which amount is not less than five (5) per cent of the total amount of the bid.

If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the amount specified, with surety satisfactory to the State Highway Commission, within ten (10) days (not including Sunday), from the date of receiving from the State Highway Commission the contract prepared and ready for execution, the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying his proposal shall operate and the same shall be the property of the State Highway Commission.

Dated ...., 193......

(Signature of bidder) ....
(Legal name of person, firm or corporation)

By...
(Name)

....
(Title)

THIS PROPOSAL BOND FORM MAY BE DETACHED FOR CONVENIENCE IN EXECUTION, IF DESIRED. TEAR ON THIS LINE.

OREGON STATE HIGHWAY COMMISSION

PROPOSAL BOND

(Form 1A)

KNOW ALL MEN BY THESE PRESENTS, That we, ...

...., as principal,

and the ....,

a corporation duly organized under laws of the state of ....,

having its principal place of business at ....,

in the state of ...., and authorized to do business in the state of Oregon, as surety, are held and firmly bound unto the state of Oregon in the full and penal sum of five (5) per cent of the total amount of the bid of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas the principal herein is herewith submitting his or its proposal for the following highway construction, to wit:

....

....

....

....

said bid and proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said commission, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this .... day of ....

....

....
Principal

Countersigned at ....

.... this

.... day of ....

....

....

....
Surety

April 10, 1934

Mr. E. E. Johnson
Resident Engineer
Coquille, Oregon

Dear Sir:

In reply to an inquiry from Mr. Collier concerning the Federal aid Project number designation for the Coquille Section, we wish to advise that the correct number for that section is NRM 111-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

cc Mr. E. A. Collier

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

April 9, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION:S. H. PROBERT

Dear Sir:

Prefix NRM 118-B is shown on the copies of the Coquille Section paving contract while your letter of Feb. 19th, to Mr. Johnston designates NRM 111-B as the prefix.

Please advise Mr. Johnston at Coquille and our office which prefix to use.

Very truly yours,

E. A. Collier
Division Engineer

By C D Cannon
C. D. Cannon
Office Engineer

EAC:AWF

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 2, 1934

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Attached you will find request of R. I. Stuart and Sons for the State to place the asphaltic concrete and surface finish coat on the Coquille section paving, Contract No. 1595.

You will also find attached the order to cover this work if approved. You will also find requisition for the material required. We have bought the material for the paving plant at Coquille from McGeorge and if you think an additional purchase order is not necessary, we can ask him to deliver this additional amount on the Purchase Order he now holds.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
cc. J.N. Bishop
EAC:AWF

FORM 5-A-1 12050 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

111-B

March 1, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

- Coquille Paving -

At station 492+12 there is a wooden drop inlet and from it a wooden box across the highway. We had planned to carry this water west along the north side of the street. However due to objections of the property owners it appears best to continue the present drainage system.

Attached hereto you will find price agreement signed by R. I. Stuart and Son, contractors, covering construction of concrete catch basin less grate and 90 feet of 12" concrete culvert. The city of Coquille has agreed to give us the iron grate for the catch basin. We are asking for additional authorization to cover this. It may be possible that we will not require all of this additional authorisation but think best to make request at this time.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AW

February 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Coquille Section, Project No. NRM 111-B.

Reference is made to your inquiry concerning the location of the asphaltic concrete pavement to be constructed on the project and a typical cross-section of that work. We are, accordingly, sending, under separate cover, five blueprint copies of sheets 2 and 3 of the plans which sheets have been revised to provide this additional information.

The work to be done at the railroad grade crossing at the west end of the project has likewise been excluded from the agreement estimate.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 111-B

COQUILLE SECTION OF THE

OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 27, 1934

41' Roadway (Sta. 488+93 to Sta. 492+12.5)

2	only	Moving Light Posts	$50.00	$ 100.00
300	cu. yds.	Excavation, Single Classification	0.75	225.00
200	yd. mi.	Truck Haul	0.15	30.00
35	lin. ft.	Concrete Curbs	0.70	24.50
650	sq. yds.	Portland Cement Concrete Pavement	2.40	1,560.00
80	lin. ft.	Expansion Joints	0.20	16.00
300	" "	Contraction "	0.10	30.00
70	only	Dowels	0.20	14.00
20	tons	Class "B" Asphaltic Concrete	8.00	160.00
200	sq. yds.	Surface Finish Coat	0.07	14.00
		Sub-total		$2,173.50
		10% Engr. & Cont.		217.35
		Total		$2,390.85

Length 0.060 mile
Cost per mile $39,975.00

41' to 21' Taper Connection (Sta. 492+12.5 to 493+41)

100	cu. yds.	Excavation, Single Classification	$0.75	$ 75.00
55	lin. ft.	Concrete Curbs	0.70	38.50
550	sq. yds.	Portland Cement Concrete Curbs	2.40	1,320.00
100	lin. ft.	Expansion Joints	0.20	20.00
280	" "	Contraction "	0.10	28.00
60	only	Dowels	0.20	12.00
300	lbs.	Tie Bars & Reinforcement	0.06	18.00
75	tons	Class "B" Asphaltic Concrete	8.00	600.00
350	sq. yds.	Surface Finish Coat	0.07	24.50
		Sub-total		$2,136.00
		10% Engr. & Cont.		213.60
		Total		$2,349.60

Length 0.024 mile
Cost per mile $97,900.00

National Recovery Municipal Funds Requested:

41' Pavement	$2,390.85
41' - 21' Taper Connection	2,349.60
	$4,740.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1927

111-B

February 21, 1934

R. I. Stuart & Sons
217 Apple Street
Medford, Oregon

Gentlemen:

For use in connection with the Coquille Paving Project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office at Marshfield, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc R. A. Collier
cc E. E. Johnston

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 111-B, Coquille section of the Oregon Coast Highway, to R. I. Stuart & Sons, Medford, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 8, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The estimate dated January 18, 1934, for Oregon U. S. Public Works project No. NRM 111-B, Coquille paving, shows eighty tons of Class "B" asphaltic concrete to be used between Stations 492+12.5 and 493+41. Neither the typical section nor the plan sheet shows any such material between these stations. Further, the estimate shows the entire proposal quantity of one hundred tons as being used within the limits of the project, but the special provisions state that a portion of this material is to be used for the grade crossing at the west end of the project. This crossing is outside of the project limits.

Will you kindly submit revised typical section and plan sheet showing where the asphaltic concrete is to be used? Also, the agreement estimate should be prepared to show only the participating portion of such material. We understand from a recent conversation that the asphaltic concrete to be used for the grade crossing is to be placed without Federal Aid.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Hwy. Engineer

REFERRED TO
[illegible]
By State Highway Engineer
[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The project statement for Oregon project No. 111, and the P.S.& E. documents for U.S.Public Works project NRM 111-B, the Coquille section of the Oregon Coast Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

January 18, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Coquille Section, Project No. NRM 111-B.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 111-B

COQUILLE SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans. Not as basis for project agreement)

Salem, Oregon, January 18, 1934

41' Roadway (Sta. A88+93 to Sta. A92+12.5)

2	only	Moving Light Posts	$50.00	$100.00
300	cu. yds.	Excavation, Single Classification	1.00	300.00
200	yd. mi.	Truck Haul	0.25	50.00
35	lin. ft.	Concrete Curbs	0.75	26.25
650	sq. yds.	Portland Cement Concrete Pavement	2.50	1,625.00
80	lin. ft.	Expansion Joints	0.20	16.00
300	" "	Contraction "	0.05	15.00
70	only	Dowels	0.30	21.00
20	tons	Class "B" Asphaltic Concrete	8.50	170.00
200	sq. yds.	Surface Finish Coat	0.08	16.00
			Sub-total	$2,339.25
			10% Engr. & Cont.	233.92
			Total	$2,573.17

Length 0.060 mile
Cost per mile $42,886.16

41' to 21' Taper Connection (Sta. A92+12.5 to A93+41)

100	cu. yds.	Excavation, Single Classification	$1.00	$100.00
55	lin. ft.	Concrete Curbs	0.75	41.25
550	sq. yds.	Portland Cement Concrete Pavement	2.50	1,375.00
100	lin. ft.	Expansion Joints	0.20	20.00
280	" "	Contraction "	0.05	14.00
60	only	Dowels	0.30	18.00
300	lbs.	Tie Bars & Reinforcement	0.07	21.00
80	tons	Class "B" Asphaltic Concrete	8.50	680.00
800	sq. yds.	Surface Finish Coat	0.08	64.00
			Sub-total	$2,333.25
			10% Engr. & Cont.	233.32
			Total	$2,566.57

Length 0.024
Cost per mile $106,940.41

National Recovery Municipal Funds Requested:

41' Pavement	$2,573.17
41' - 21' Taper Conn.	2,566.57
	$5,139.74

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 111-B

COQUILLE SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans. Not as basis for project agreement)

Salem, Oregon, January 18, 1934

41' Roadway (Sta. 488+93 to Sta. 492+12.5)

2	only	Moving Light Posts	$50.00	$100.00
300	cu. yds.	Excavation, Single Classification	1.00	300.00
200	yd. mi.	Truck Haul	0.25	50.00
35	lin. ft.	Concrete Curbs	0.75	26.25
650	sq. yds.	Portland Cement Concrete Pavement	2.50	1,625.00
80	lin. ft.	Expansion Joints	0.20	16.00
300	" "	Contraction "	0.05	15.00
70	only	Dowels	0.30	21.00
20	tons	Class "B" Asphaltic Concrete	8.50	170.00
200	sq. yds.	Surface Finish Coat	0.08	16.00

Sub-total	$2,339.25
10% Engr. & Cont.	233.92
Total	$2,573.17

Length	0.060 mile
Cost per mile	$42,886.16

41' to 21' Taper Connection (Sta. 492+12.5 to 493+41)

100	cu. yds.	Excavation, Single Classification	$1.00	$100.00
55	lin. ft.	Concrete Curbs	0.75	41.25
550	sq. yds.	Portland Cement Concrete Pavement	2.50	1,375.00
100	lin. ft.	Expansion Joints	0.20	20.00
280	" "	Contraction "	0.05	14.00
60	only	Dowels	0.30	18.00
300	lbs.	Tie Bars & Reinforcement	0.07	21.00
80	tons	Class "B" Asphaltic Concrete	8.50	680.00
800	sq. yds.	Surface Finish Coat	0.08	64.00

Sub-total	$2,333.25
10% Engr. & Cont.	233.32
Total	$2,566.57

Length	0.024
Cost per mile	$106,940.41

National Recovery Municipal Funds Requested:

41' Pavement	$2,573.17
41' - 21' Taper Conn.	2,566.57
	$5,139.74

CONTRACT #1596,

NRM 141-D City of Marshfield 1933

#1596

FORM S-A-1 19196 5M 1-36

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Coos Co
1418

NOTED
Highway Engineer

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

At your early convenience I would like to visit the Marshfield paving project with you. We have built one driveway in accordance with plans and think it can be improved on.

Several places on our last year's resurfacing job at Marshfield show displacement of the asphalt under the wheels of parked cars. This is probably due to soft, rich asphalt under our resurfacing. I am hoping this year to burn most of this old, soft material off and in some places think it might be better to remove this clear down to the concrete base. This old asphalt has been ruined by the continuous drip of lubricating oil and gasoline from parked cars.

Very truly yours,

E. A. COLLIER
Division Engineer

EAC-PC
CC R. H. Baldock ✓

NOTED
Highway Engineer

FORM 9-A-1 19194 5M 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Const.
Coos & Curry
Coos County
NRM 1418

OREGON STATE HIGHWAY COMMISSION

SALEM

May 22, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto find Order For Extra Work to reset forms and refinish fine grade for Marshfield Paving Project.

Johnston set grades about an inch too low to permit placing of proper thickness of asphaltic resurface on the old concrete. The contractor set about 400 feet of forms and fine graded. On inspection I noted grade was too low and ordered it raised. The contractor is entitled to extra work for this. No increase in authorization requested.

Very truly yours,

EAC
E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

#1596

1415

September 20, 1934

Shell Oil Company,
Seattle, Washington.

Attention: Frank J. Hurner.

Gentlemen:

Receipt is acknowledged of your letter of September 18th concerning The United Contracting Company Contract No. 1596 - Marshfield Section of the Oregon Coast Highway in Coos County.

Please be advised that the above contract was completed on July 17, 1934 and was accepted by the Highway Commission on July 25, 1934. Final payment has been made. We have no knowledge of any claims against the contract.

Very truly yours,

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY

SHELL PETROLEUM PRODUCTS

SHELL BUILDING
1219 WESTLAKE AVE. NORTH

SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

September 18, 1934

State Highway Commission
Salem, Oregon

Gentlemen:

Re: State of Oregon
Contract No. 1596
United Contracting Company
Contractors

We would appreciate knowing what progress has been made on this contract, giving percentage of work finished. If this job has been completed, has it been accepted by your department?

Please give us the dates; also the total amount of liens filed.

Very truly yours,

SHELL OIL COMPANY

DEB:TH

FRANK J. HURNER
Division Credit Manager

#1596

1115

August 25, 1934

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1596 for the construction of the Marshfield Section of the Oregon Coast Highway in Coos County has been completed by the contractors, The United Contracting Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after September 1, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $12,430.41 including the final payment. Of this amount $180.58 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Form 338—5M—2-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending [illegible], 193[illegible]

Section [illegible]

Kind of work [illegible]

Highway [illegible]

Section prefix [illegible]

Contractor [illegible]

Contract number [illegible]

Date of contract Feb [illegible], 193[illegible]

Date of completion [illegible], 1934

Date work started [illegible], 193[illegible]

Estimated date of completion July 16, 1934

Amount of contract $[illegible]

Per cent of time elapsed [illegible] 91%

Estimated cost of completed project, exclusive of engineering $12,400.00

Per cent of contract completed, based on total contract price 100%

Engineering costs to date, $ [illegible], [illegible]%

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible]

[illegible]

Paving [illegible] completed [illegible] Friday. Force remaining [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

RECEIVED
JUL 16 1934
CONST [illegible]

Signed [illegible]

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					049
Miles partially completed					~~036~~
Miles completed					049
Total estimated quantities					1100
Estimated quantities moved or placed to date					1100
Average daily quantities					48
Average daily quantities necessary to complete project on time					—
Number shifts per day					2
Hours per shift					5
Average force on project for week					52

Percentages of men employed on contract to be secured from:

[illegible] County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	[illegible] COUNTY	[illegible] COUNTY	[illegible] COUNTY	Lane COUNTY	OTHER SOURCES [illegible]		
Men	[illegible]	[illegible]	1	1	2	[illegible]	59
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 2, Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., [illegible], [illegible], ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	[illegible]		
Monday			
Tuesday	[illegible]		
Wednesday		10	
Thursday			
Friday			
Saturday			

H. C. Smith

FORM 8-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

141 L

June 19, 1934

IN REPLY PLEASE REFER TO FILE NO. 6 PT

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon

Re: Asphaltic Concrete

Dear Sir:

I want to call your attention to the Marshfield Section paving, prefix 6 PT.

One half of the job is to be placed on an old sheet asphalt pavement from which the life has disappeared, and will work satisfactorily.

The other half of the job is to be laid on an old rich flush-coated bitulithic pavement, and will give the same results as at Ashland unless something is done to keep excess asphalt from rising through the new mix.

I can suggest three methods, any one of which I believe will largely ameliorate this condition. One way would be to plane all the rich AC from the top of the old pavement.

Another would be to place 3/4" to 1" or 3/4" minus material on top of the old pavement, and after compacting, place the new mix upon this layer of rock.

Another way, which I believe would be the leat efficacious, would be to run some ordinary sand through the heating drum, and spread thinly over the old pavement and roll. Some of the excess AC might be taken up in this way.

I cannot see how any mix can be designed to take care of an indeterminate amount of AC.

Very truly yours,

N. M. Finkbiner
Engineer of Materials

NMF:H

c.c. R. H. Baldock
H. G. Smith

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE NO. Oregon NRM 141-D

June 4, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer

Encls.

Jeon

Flxpr 19659

Form P. R. 2

State Oregon

U.S.Public Works Project No. [illegible]-141, Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of May, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 11th day of July, 1933, a revised project statement, which was approved by the Secretary on the 10th day of August, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fourteen thousand, eight hundred seventy-six and 95/100 dollars ($14,876.95) as the share of the United States payable under said act on account of Section D of said project, which ~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 which is on North Broadway 25' north of the north line of Birch Avenue and survey station 34+29.9 on South Broadway at the north line ofGolden Avenue, all in the town of Marshfield (excepting therefrom the portion between survey stations 1+65 and 10+14.9)

, length 0.457 of a mile/, in Coos County, being Section D of Oregon U. S. Public Works project No. NRM-141, consisting of 0.457 of a mile/ of roadway and no bridges, xxxx of more than 20 feet clear span, xxxxxxxxxxxxxx known locally as Broadway Street in the City of Marshfield on Federal Aid Route No. 2.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of fourteen thousand, eight hundred seventy-six and 95/100 dollars ($ 14,876.95), certified to the Secretary of the Treasury as above mentioned, which ~~does~~ ~~not exceed the authorized Federal pro rata share of~~ ~~dollars ($~~ is ~~)~~ the approved total estimated cost of Section D of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 245, Laws of 1931. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture.~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

CWK By

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRM-141-D. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 14,876.95 as the total estimated cost of said project, and the sum of $ 14,876.95 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal~~ ~~pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 23 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

FORM S-A-1 10743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

May 29, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: [illegible] SMITH

NOTED
Highway Engineer

Dear Sir:

Herewith Order For Extra Work on the Marshfield Section.

City Engineer Burton took levels on this project at 50 foot intervals. Johnston has now taken cross sections at 25 foot intervals and in some cases closer. These cross sections disclose some humps not shown by Burton's levels. It appears adviseable to burn or pick off these high spots rather than to raise the grade of the whole street and I recommend approval of the Extra Work Order.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:ANF

FORM S-A-1 19748 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

141

May 8, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

We have your letter of May 7th, to which was attached a letter from the United Contracting Co. under date of May 5th, pretaining to a sub-contract for the concrete pavement on the Marshfield project. We do not have a copy of the sub-contract as the same was evidently not sent to the Division Engneer for approval.

Please send us a copy and if it meets with our approval we will immediately notify V. W. Arrington that he may commence work on the project.

Very truly yours,

E. A. Collier
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock
cc. United Contracting Co.
CDC:AWF

141-D.

April 4, 1934

The United Contracting Company
311 Stock Exchange Building
Portland, Oregon

Gentlemen:

We are forwarding today, for your records and files, an executed copy of thecontract recently awarded to you by the State Highway Commission for 2,580 lineal feet of paving on the Marshfield Section of the Oregon Coast Highway in Coos County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:
jn

February 28, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Marshfield Section, Project No. WRM 141-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 141-D

MARSHFIELD SECTION OF THE OREGON COAST HIGHWAY

IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 28, 1934.

Portland Cement Concrete Pavement, 26' Roadway, (Sta. 0+00 to 1+65)

150	sq. yds.	Portland Cement Concrete Pavement	$4.00	$ 600.00
		Sub-total		$ 600.00
		10% Engr. & Cont.		60.00
		Total		$ 660.00

Length 0.031 mile
Cost per mile $21,290.32

Asphaltic Concrete Pavement, 40' Roadway (Sta. 10+14.9 to 23+54.9) (Sta. 28+54.9 to 34+29.9)

12	only	Raising Catch Basins	$16.00	$ 192.00
13	"	" " Inlets and Manholes	12.50	162.50
490	tons	Class "B" Asphaltic Concrete	9.35	4,581.50
490	"	" "B" " "	9.35	4,581.50
8,550	sq. yds.	Surface Finish Coat	0.08	684.00
		Sub-total		$10,201.50
		10% Engr. & Cont.		1,020.15
		Total		$11,221.65

Length 0.362 mile
Cost per mile $30,999.03

Asphaltic Concrete, 56' Roadway (Sta. 23+54.9 to 28+54.9)

8	only	Raising Catch Inlets and Manholes	$12.50	$ 100.00
130	tons	Class "B" Asphaltic Concrete	9.35	1,215.50

130	tons	Class "E" Asphaltic Concrete	$9.35	$1,215.50
2,400	sq. yds.	Surface Finish Coat	0.08	192.00
		Sub-total		$2,723.00
		10% Engr. & Cont.		272.30
		Total		$2,995.30

Length .094 mile
Cost per mile $31,864.89

National Recovery Municipal Funds Requested:

26' Roadway	$ 660.00
40' Roadway	11,221.65
56' Roadway	2,995.30
	$14,282.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1927

FORM S-A-1 11934 10M 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

141D

OREGON STATE HIGHWAY COMMISSION

SALEM

February 27, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

The Marshfield Section will not be reduced in length to remain within the $9,000 set up. Since it will be necessary to take care of the additional amount from highway funds, great care should be used to see that the contract price is not over run.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock ✓

415

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON
February 27, 1934.

Oregon State Highway Commission
Salem, Oregon

ATTENTION: MR. GLAISYER

Gentlemen:

Re: United Contracting Company

We are advised by the United Contracting Company that Mr. Lynch, their secretary, is out of town and will not return until March 10th, and accordingly the contract covering the Marshfield Section of the Oregon Coast Highway in Coos County cannot be executed at this time.

We wish to advise that The Aetna Casualty & Surety Company will execute the required contract bond as soon as the contractor is in a position to have it executed.

Very truly yours,

BATES, LIVELY & PEARSON

FCR/J By Fred C Reed

MEMBER
BUILDERS EXCHANGE

THE UNITED CONTRACTING COMPANY
[redacted]
PORTLAND, OREGON
311 STOCK EXCHANGE BUILDING

141-5

February 26, 1934.

Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to Contract recently awarded us for paving the Marshfield Section of the Oregon Coast Highway, wish to advise that Mr. M. J. Lynch, Secretary of the Company is out of the City, and will be until about March 10th. According to our By-Laws it is necessary for his signature to appear on the contract to make same valid.

Therefore it will be necessary for us hold up returning this Contract until his return, which we trust will be satisfactory. Bates, Lively & Pearson, Agents, for the Bonding Company on this project, are writing you today advising you that bond has been accepted and will execute same as soon as contract is signed by Secretary of the Company,

Yours very truly,

RDH/C

THE UNITED CONTRACTING COMPANY,

By R. D. Hoyt,

President.

141 D

February 21, 1934

The United Contracting Company
311 Stock Exchange Building
Portland, Oregon

Gentlemen:

For use in connection with the Marshfield Paving Project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office at Marshfield, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc E. A. Collier
cc E. E. Johnston

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 141-D, the Marshfield section of the Oregon Coast Highway, to the United Contracting Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised P.S.& E. documents for Oregon U.S.Public Works project NRM 141-D, the Marshfield section of the Oregon Coast Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

January 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Plans, specifications and estimates for the proposed paving work in the City of Marshfield (Project No. NRM 141-D) have been revised as suggested in your letter of January 24th, and are being sent to you today by special messenger.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.____________

January 24, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. for Oregon U.S.Public Works project No. NRM 141-D. It is proposed to resurface existing asphaltic concrete 2" thick on a cement concrete base 6" thick. The resurfacing consists of a fine graded asphaltic concrete varying in thickness from 1/2" at the curb to 1-1/4" in the central 20'. No provision is made for eliminating surface inequalities in the existing pavement, and we do not have information as to the exact condition of the existing pavement which necessitates repaving.

It is difficult to correct surface defects in asphaltic pavement by placing a single layer of the same material on top of it, unless the irregularities are first eliminated. If there is an excess of asphalt or the surface has been softened by motor oil drippings, with consequent shoving and waviness, the defective material should be removed. The old pavement can be trued up either by planing or by means of a thin levelling course. The latter method is probably more economical and more generally used where operations are not restricted by other fixed improvements which establish the pavement elevation.

In general, where existing pavement is in such condition as to justify resurfacing, we desire a minimum thickness of 1-1/2", consisting of a levelling course 1/2" thick over high spots and a 1" top course.

Bids were opened on this project January 18, and all bids rejected. It is suggested that before readvertising, the above features be incorporated if possible.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

REFERRED TO
____
By State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRM 141-D, the Marshfield section of the Oregon Coast Highway, ~~have today~~ been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

We should have, at your early convenience, copies of the customary town resolution by the City of Marshfield.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

January 29, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate for the Marshfield Section, Project No. NRM 141-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 141-B

MARSHFIELD SECTION OF THE

OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 31, 1934.

Portland Cement Concrete

36' Roadway (Sta. 0+00 to 1+65)

150	sq. yds.	Portland Cement Concrete Pavement	$3.50	$ 525.00
			Sub-total	$ 525.00
			10% Engr. & Cont.	52.50
			Total..........	$ 577.50

Length	0.031 miles
Cost per mile	$18,629.03

Asphaltic Concrete

40' Roadway (Sta. 10+14.9 to 23+54.9) (Sta. 28+54.9 to 34+29.9)

12	only	Raising Catch Basins	$14.00	$ 168.00
13	"	Raising Catch Inlets and Manholes	12.50	162.50
490	tons	Class "B" Asphaltic Concrete	8.50	4,165.00
490	"	Class "E" Asphaltic Concrete	8.50	4,165.00
8,550	sq. yds.	Surface Finish Coat	0.10	855.00
			Sub-total	$ 9,515.50
			10% Engr. & Cont.	951.55
			Total........	$10,467.05

Length	0.362 miles
Cost per mile	$28,914.50

Asphaltic Concrete

56' Roadway (Sta. 23+54.9 to 28+54.9)

8	only	Raising Catch Inlets and Manholes	$12.50	$ 100.00
130	tons	Class "B" Asphaltic Concrete	8.50	1,105.00
130	"	Class "E" Asphaltic Concrete	8.50	1,105.00
2,400	sq. yds.	Surface Finish Coat	0.10	240.00
			Sub-total	$ 2,550.00
			10% Engr. & Cont.	255.00
			Total........	$ 2,805.00

Length 0.694 miles
Cost per mile $29,840.42

National Recovery Municipal Funds Requested:

26 ft.	Roadway	$ 577.50
40 ft.	"	10,467.05
56 ft.	"	2,805.00
		$13,849.55

[illegible]

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 141-B

MARSHFIELD SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 25, 1934

Portland Cement Concrete

28' Roadway (Sta. 0+00 to 1+65)

150	sq. yds.	Portland Cement Concrete Pavement	$ 3.50	$ 525.00	
		Sub-total		$ 525.00	
		10% Engr. & Cont.		52.50	
		Total....................		$ 577.50	

Length 0.031 miles
Cost per mile $ 18,629.03

Asphaltic Concrete

40' Roadway (Sta. 10+14.9 to 23+54.9) (Sta. 28+54.9 to 34+29.9)

-12	only	Raising Catch Basins	$ 14.00	$ 168.00	
-13	"	" " Inlets and Manholes	12.50	162.50	
490 ~~830~~	tons	Class "B" Asphaltic Concrete	8.50	7,055.00	4165.00
8550 8,700	sq. yds.	Surface Finish Coat	0.10	870.00	855.00
-490	Ton.	Class "B" Asphaltic Concrete	8.50		4165.00
		Sub-total		$ 8,255.50	9515.50
		10% Engr. & Cont.		825.55	951.55
		Total....................		$ 9,081.05	10467.05

Length 0.362 miles
Cost per mile $ ~~25,085.77~~
28,914.50

Asphaltic Concrete

56' Roadway (Sta. 23+54.9 to 28+54.9)

8	only	Raising Catch Inlets and Manholes	$ 12.50	$ 100.00	
130 ~~210~~	tons	Class "B" Asphaltic Concrete	8.50	~~1,785.00~~	1105.00
2400 ~~2,250~~	sq. yds.	Surface Finish Coat	0.10	225.00	240.00
		Sub-total		$ 2,110.00	2550.00
		10% Engr. & Cont.		211.00	255.00
		Total....................		$ 2,321.00	2805.00

Length 0.094 miles
Cost per mile $ ~~24,691.48~~ 29,840.42

-130 Ton. Class "B" Asphaltic Concrete 8.50 1105.00

National Recovery Municipal Funds Requested:

26 ft.	Roadway	$ 577.50	
40 ft.	"	9,[illegible]	10467.05
56 ft.	"	[illegible]	2805.00
		$ 11,[illegible]	13849.55

December 29, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Marshfield Section, Project No. NRM 141-D.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 141-D

MARSHFIELD SECTION OF THE
Oregon ROOSEVELT COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, ~~December 28~~ Jan, 1933.

Portland Cement Concrete

26' Roadway (Sta. 0+00 to 1+65)

150	sq. yds.	Portland Cement Concrete Pavement	350	$ 3.00	~~$ 450.00~~	525.00
		Sub-total			~~$ 450.00~~	525.00
		10% Ingr. & Cont.			~~45.00~~	52.50
		Total...............			~~$ 495.00~~	577.50

Length 0.031 Miles
Cost per mile ~~$15,967.74~~ 18,629.03

Asphaltic Concrete

40' Roadway (Sta. 10+14.9 to 23+54.9) (Sta. 28+54.9 to 34+29.9)

12	only	Raising Catch Basins	1400	$10.00	~~$ 120.00~~	168.00
13	"	" " Inlets and Manholes	1250	7.00	~~91.00~~	162.50
830	tons	Class "B" Asphaltic Concrete	850	7.50	~~6,225.00~~	7055.00
8,700	sq. yds.	Surface Finish Coat	.10	0.10	~~870.00~~	870.00
		Sub-total			~~$7,306.00~~	8255.50
		10% Ingr. & Cont.			~~730.60~~	825.55
		Total.............			~~$8,036.60~~	9081.05

Length 0.362 miles
Cost per mile ~~$22,200.55~~ 25,085.77

Asphaltic Concrete

56' Roadway (Sta. 23+54.9 to 28+54.9)

						$
8	only	Raising Catch Inlets and Manholes	1250	$ 7.00	~~$ 56.00~~	100.00
210	tons	Class "B" Asphaltic Concrete	850	7.50	~~1,575.00~~	1785.00
2,250	sq. yds.	Surface Finish Coat	10	0.10	~~225.00~~	225.00
		Sub-total			~~$1,856.00~~	2110.00
		10% Ingr. & Cont.			~~185.60~~	211.00
		Total.............			~~$2,041.60~~	2321.00

Length 0.094 miles
Cost per mile ~~$21,719.14~~ $ 24,691.48

National Recovery Municipal Funds Requested:

26 ft. Roadway	$ 495.00	577.50
40 ft. "	8,036.60	9081.05
56 ft. "	2,041.60	2321.00
	$10,573.00	11,979.55

SPECIAL PROVISIONS

Marshfield Section Paving.

Expansion Joints::

The spacing of transverse expansion joint shall be as the engineer orders but not exceeding 40 feet and the thickness shall be one-half inch. A longitudinal expansion joint shall also be provided along one side of the new concrete pavement.

Contraction Joints

Same as North Salem Section.

Hand Method of Striking-off and Consolidating concrete Permitted:

Measurement and Payment:

The basis of measurement and payment for the Portland Cement Concrete Pavement shall be as stated in the standard specification except that the price bid for Portland Cement Concrete Pavement shall be understood to include and cover the cost of preparing the sub-grade, expansion joints and contraction joints and no separate or additional payment will be made for these items.

PERFORMANCE REQUIREMENTS

The Portland Cement Concrete Pavment shall be completed on or before March 31, 1934.

CONVENIENCE OF RESIDENTS

The contractor shall conduct the work with a view of causing a minimum inconvenience to persons residing or doing business along the route of the improvement.

EMPLOYMENT AGENCY

"ENGINEER'S ESTIMATE"

Adjustment of Catch Basin	40 catch basins	@	$5.00	$200.
Asphaltic Concrete Pavement	1500 tons	@	7.00	10500.
Portland Cement Concrete Pavement	150 sq. yds.	@	3.00	450.
				$11150.
Plus 10% for Contingencies and Engineering				1115.
			TOTAL - - -	$ 12265.

CONTRACT #1597

1597
Bend Section
The Dalles - Californi
Central Oregon Hwys.

FORM 2-G-1 14657 2M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

August 23, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PR 123 D

Attention Mr. S. H. Probert

Dear Sir:

I have prepared a tabulation showing how the final estimate on the Bend paving job compared with the contract items. This shows that both projects were under the estimate and therefore the City of Bend should not be held liable for any charges under the agreement, dated May 23, 1934, that we had with the City.

At the time the agreement was drawn up I feared that the extra trench excavation made by the City might cause an over run in the project and in order to protect out interests the City was induced to agree to pay any over run. I felt that they should not have to make any payments providing the contract did not over run as that was the basis upon which the agreement was signed although the agreement, as written, might be interpreted otherwise.

It is therefore my recommendation that the agreement be cancelled.

Yours very truly

K. D. Lytle

K. D. Lytle
Division Engineer

OK

kdl/c
encl.

R. H. Baldock
C. C. H. G. Smith
Mayor J. F. Hosch

2nd Section

9 PO Contract 1597

Central Oregon Highway Budget					Central Oregon Highway Final Estimate	
Raising Catch Basins	2	@	$12.00	$24.00	2	24.00
Raising Manholes	3	@	15.00	45.00	3	45.00
Raising Monument & Meter Boxes	5	@	10.00	50.00	4	40.00
Removal of Old Pavement	2000	@	.50	1000.00	1981.2	990.60
Class "A"Asphaltic Conc.	1150	@	7.92	9108.00	1027	8133.84
Class "C" " "	410	@	7.50	3075.00	532	3990.00
Class "E" " "	95	@	9.00	855.00	17.5	157.50
Class "F" " "	10	@	10.00	100.00	16.0	160.00
Surface Finish Coat	10,170	@	0.06	610.20	9699.8	581.99
					Sand in Seal Coat	80.00
					Bitumels & Lbr.	226.58
				$14,867.20		$14,429.51

The Dalles-California Highway

Raising Catch Bains	6	@	12.00	72.00	7	84.00
Raising Manholes	8	@	15.00	120.00	7	105.00
Raising Mon't.& Meter Boxes	2	@	10.00	20.00	0	0.00
Removal of Old Pavement	2000	@	0.50	1000.00	1205.1	602.55
Class "A"Asphaltic Conc.	1650	@	7.92	13068.00	1448.5	11472.12
Class "C" " "	430	@	7.50	3225.00	512	3840.00
Class "E" " "	155	@	9.00	1395.00	62.5	562.50
Class "F" " "	20	@	10.00	200.00	33.	330.00
Surface Finish Coat	14330	@	0.06	859.80	14,435.8	866.15
					Sand in Seal Coat	75.00
					Bitumels & Lbr.	337.22
				$19,959.80		$18,274.54
Total Amount of Contract				$34,827.00	Semi-Final Est.	$32,704.05

August 17, 1934

Mr. E. B. Lytle
Highway Division Engineer
Bend, Oregon

Dear Sir:

Reference is made to the agreement of May 23, 1934, between the State and the City of Bend, providing for the payment by the city for the cost of additional pavement, surface finish coat, etc., due to the city's operations in making additional water service connections.

Now that the Bend Municipal Project is completed, will you please advise the amount of extra cost, if any, chargeable to the city under the agreement. If the paving items did not overrun the estimate, and, if in your opinion, there is no extra expense chargeable to the city, we should have a letter from you setting out such facts, and recommending the cancellation of the city's implied obligations to the State under the contract.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

SCOTT, CHAIRMAN, PORTLAND
RL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

August 16, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

Attached is City of Bend check for $553.14, being payment for oiling work the department performed for them and covered by bills from your office, invoices no. 1128 and 1129.

The City officials have asked that we assure you of their appreciation in having this work done.

Yours very truly

K. D. Lytle
Division Engineer

By W.O.Widdows

W. O. Widdows

wow/c
encl.

August 9, 1934

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

We are enclosing herewith three copies of the bill against the City of Bend for its share of the cost of sealing certain streets with bitumels on June 23, 1934.

The figures have been slightly revised from those submitted by you. It was stated in your letter that from 200 to 250 gallons were barreled out of the car for state use and not spread on the street. We assumed that an average of 225 gallons were so barreled, in which case only 6,504 gallons were spread. This would raise the pro-rata share of the city from 46.44 per cent to 48.05 per cent, and increases the city's bill accordingly. It is also customary to add five per cent for supervision, which we have done.

We are also enclosing three copies of the bill against the city for rental of the oil distributor #1112 on June 24th. It is noted that a price of $6.00 per hour was quoted for the use of the distributor, including driver and leverman. Mr. Van Schaick reports that the city paid himself, Hartsberger and Braden, direct, at the hourly rates of 70¢, 55¢, and 50¢, respectively, or a total of $1.75 per hour for operators. Deducting the labor rate from the $6.00 quoted leaves but $4.25 per hour for rental of the oiler. The equipment department advises that this piece of equipment carries the rental rate of $24.30 per shift, which would be but $3.00 per hour for an eight-hour shift.

If you find these claims in correct form, will you please submit them to the proper city authorities for immediate payment.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ME
Encl.

cc Mr. J. N. Bishop

31-81.

Salem, Oregon, August 9, 1934

City of Bend

Bend, Oregon

To OREGON STATE HIGHWAY COMMISSION, Dr. 1128

Sealing Streets with bitumels, June 23, 1934

Spread on City portion of work	3,125 gals.
Spread on State portion of work	3,379 "
Total spread on street	6,504 gals.
Per cent chargeable to City	05 48.5%
Per cent chargeable to State	51.95%

Total Cost of Work:

Labor- - - - - - - - - - - - - - - - -	$223.00	
Rental of Equipment- - - - - - - - -	174.50	
Gasoline - - - - - - - - - - - - - - -	42.15	
Oil- - - - - - - - - - - - - - - - - -	6.30	
Fuel - - - - - - - - - - - - - - - - -	9.38	
Bitumels, 6,504 gals.- - - - - - - -	377.12	
Freight- - - - - - - - - - - - - - - -	204.95	
		$1,037.40
City's share of cost - 48.05 per cent- - - - - - - -		$498.47
Plus 5 per cent for supervision - - - - - - - -		24.92
		$523.39

Credit 9 PO-584

Salem, Oregon, August 9, 1934

City of Bend

Bend, Oregon

To OREGON STATE HIGHWAY COMMISSION, Dr.

Our Order No. ______ Invoice No. 1129

Rental of oil distributor F. W. D. #1112, June 24, 1934

Rental rate with operators quoted at $6.00 per hour. City paid three operators at total of $1.75 per hour, leaving net rental rate for oiler at $4.25 per hour.

7 A. M. to 2 P. M. continuous operation,
7 hours at $4.25- - - - - - - - - - - - - - - $29.75

Credit 9 PO-584

Rent on FWD #1112 - $24.30 per shift.
At 2 PM outfit left for experimental job at Shaniko, charging that day's shift to the Shaniko job - says Van Schaack.

7/23 - Van Schaack says that city of Bend will pay for labor as follows:

Van Schaack -	10 hrs	at 70¢	$7.00
Hartenberger	10 hrs	at 55¢	5.50
Braden	10 hrs	at 50¢	5.00
Total paid for labor			$17.50

City of Bend, Ore. June, , 1934

OREGON STATE HIGHWAY COMMISSION

~~To~~ Dr.

Requisition No.

Rental of Oil Distributor F.W.D. #1112 June 24th, 1934.

7 A.M. to 2 P.M. Continuous Operation 7 hrs. @ ~~$4.95~~ 4.25	~~$34.65~~ $29.75

"Note" Quoted price per hour with driver and leverman was $600. City paid these employees direct.

7 hrs labor at 1.75 = 12.25

If original agreement at $6.00 per hr – 7 hrs = $42.00

But City paid for 7 hrs labor = 12.25

Rental cost only = 29.75 or $4.25 per hr

6.00
1.75
$4.25

JUL 1[illegible] 1934

K.P. Lytle

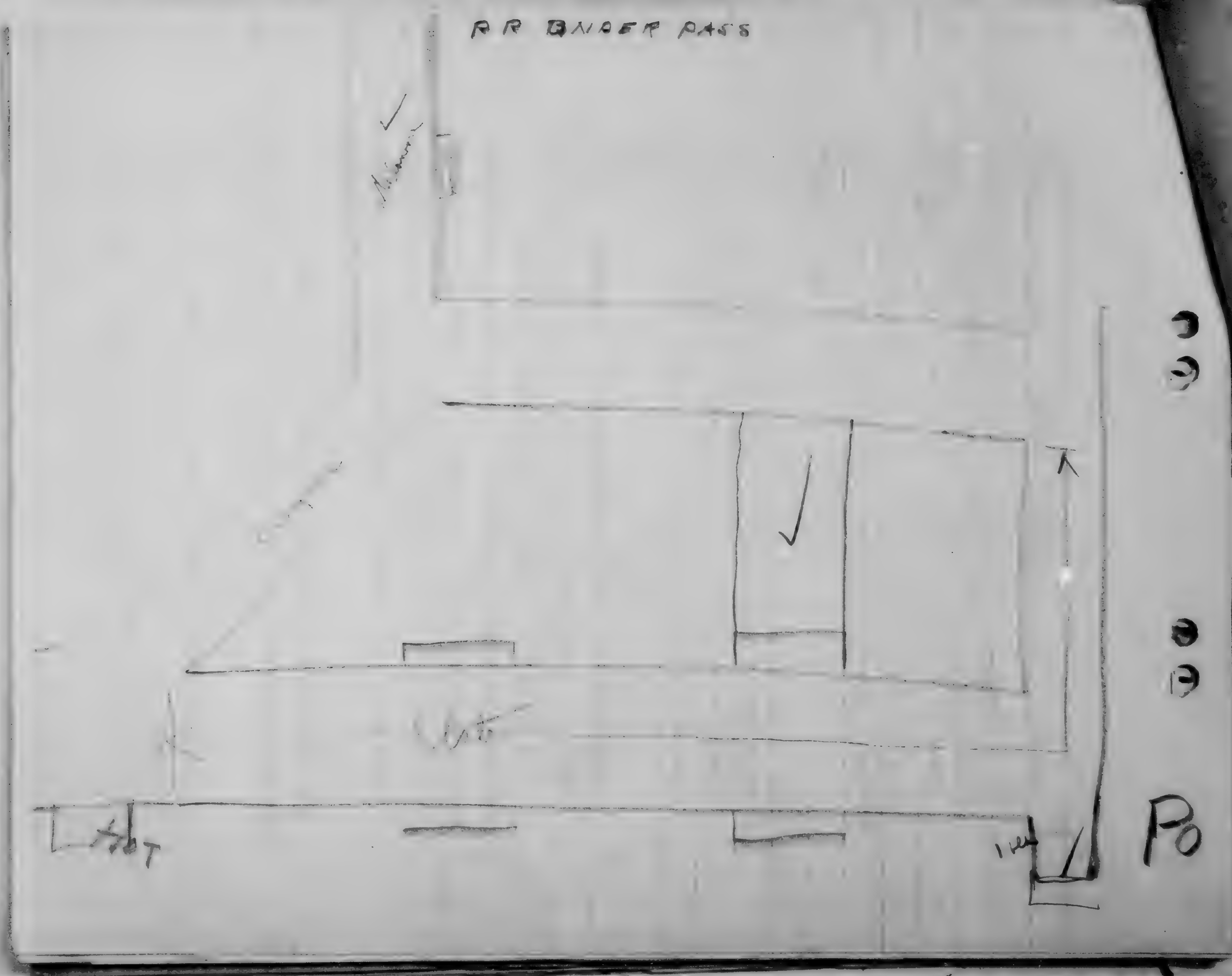
[illegible] ENGINEER

Rent on FWD #1112 – $24.30 per shift.

at 2 PM outfit left for experimental job at Shaniko, charging that day's shift to the Shaniko job – says Van Schaick

7/23 – Van Schaick says that city of Bend will pay for labor as follows:

Van Schaick	– 10 hrs	at 70¢	$7.00
Hartleberger	10 hrs	at 55¢	5.50
Braden	– 10 hrs	at 50¢	5.00
Total paid for labor			$17.50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AGREEMENT

THIS AGREEMENT made and enteredinto this 23rd day of May, 1934, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State," party of the first part, and THE CITY OF BEND, a municipal corporation, hereinafter called the "City," party of the second part;

WITNESSETH:

THAT WHEREAS, the State has awarded Contract No. 1597 to the Northwest Roads Company, a corporation, which contract covers asphaltic concrete paving in the City of Bend on The Dalles-California and Central Oregon Highways; and

WHEREAS, in the said pavement work it has been and will be necessary to make changes in the location of certain water mains; and

WHEREAS, in connection with said work the City is not only changing mains, which changes are,and have been rendered, necessary solely by reason of the pavement construction being done by the State under said contract, but in addition thereto is laying other mains and service connections which involve the cutting of the original pavement and the replacing of additional pavement; and

WHEREAS, it is and was contemplated that the State should bear the cost only of the work necessary to be done in connection with the water mains by reason solely of the State's paving operations;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City of Bend will reimburse the State Highway Commission for the cost and expense of additional pavement, surface finish coat, and other items rendered necessary by the operations of the City in making additional service connections over and above that contemplated by the original contract, and over and above changes rendered necessary solely by State's paving operations.

It is further understood and agreed that reimbursement to the State shall be made upon the basis and at the unit prices covered by and included in said contract.

IN WITNESS WHEREOF the City of Bend, by its officers and agents duly authorized so to do, has executed this instrument the day and year first above written.

CITY OF BEND

ATTEST:

By___________________________

____

By___________________________

By___________________________

By___________________________

C[illegible] BEND July [illegible], 1934

OREGON STATE HIGHWAY COMMISSION

XXX City of Bend Dr.

Requisition No. ____________ Bend, Oregon

Sealing streets with bitumels, June 23, 1934

"Note" Computation of cost to be paid by City is based pro rata on gallons spread on Cigy and State work.

Spread on City work	3125 gallons	City per cent	46.44	48.05
" " State "	3604 "	State " "	53.56	51.95
Total	6729 "			

Total labor cost	$223.00	City share 46.44%	48.05	=	$103.56	107.15
Total Rental Cost	174.50	" " "		=	81.04	83.85
Total Gasoline Cost	42.15	" " "		=	19.57	20.25
Total Oil Cost	6.30	" " "		=	2.93	3.03
Total Fuel Cost	9.38	" " "		=	4.36	4.51
Cost of Bitumels, City Share	3125 Gals. @ $0.57983			=	181.20	181.20
Cost of Freight " "	3125 " @ .31512			=	98.47	98.47
					$491.13	498.46

Plus 5% Supervision - 24.92

523.38

↑ my guess ZEP

Credit: 9 PO - 584- $491.13

3604
225
3379

3125 - 48.05 %
3379 - 51.95 %
6504
225 State barreled
6729

APPROVED

JUL 16 1934

K. D. Lytle
CITY ENGINEER

Bill of Lading on Bitumels tank car # UTLX 2350
Car with shell oil - Load 6516 gals & it will swell to fill dome of 213 gal.
Bitumels loaded 6516 gal in car & 213 gal in dome - No swell
Actual oil spread on city work according to meter - 3125 gal
Lytle says they barreled from 200 to 250 gal out of this car for our own use.
Say 225 gal

C[illegible] [illegible]BEND

July [illegible]4, 1934

OREGON STATE HIGHWAY COMMISSION

XToX City of Bend Dr.

Requisition No. ______ Bend, Oregon

Sealing streets with bitumels, June 23, 1934

"Note" Computation of cost to be paid by City is based pro rata on gallons spread on City and State work.

Spread on City work	3125 gallons		City per cent	46.44
" " State "	3604 "		State " "	53.56
Total	6729 "			

Total labor cost	$223.00	City share	46.44%	=	$103.56
Total Rental Cost	174.50	" "	"	=	81.04
Total Gasoline Cost	42.15	" "	"	=	19.57
Total Oil Cost	6.30	" "	"	=	2.93
Total Fuel Cost	9.38	" "	"	=	4.36
Cost of Bitumels, City Share	3125 Gals.	@	$0.57983	=	181.20
Cost of Freight " "	3125 "	@	.31512	=	98.47
					$491.13

Credit: 9 PO - 584- $491.13

APPROVED

JUL 16 1934

C[illegible] BEND

July [illegible], 1934

OREGON STATE HIGHWAY COMMISSION

City of Bend Dr.

Requisition No.

Bend, Oregon

Sealing streets with bitumels, June 23, 1934

"Note" Computation of cost to be paid by City is based pro rata on gallons spread on City and State work.

Spread on City work	3125 gallons		City per cent	46.44
" " State "	3604 "		State " "	53.56
Total	6729 "			

Total labor cost	$223.00	City share 46.44%	=	$103.56
Total Rental Cost	174.50	" " "	=	81.04
Total Gasoline Cost	42.15	" " "	=	19.57
Total Oil Cost	6.30	" " "	=	2.93
Total Fuel Cost	9.38	" " "	=	4.36
Cos t of Bitumels, City Share	3125 Gals.	@ $0.57983	=	181.20
Cost of Freight " "	3125 "	@ .31512	=	98.47
				$491.13

Credit: 9 PO - 584- $491.13

JUL 1 [illegible] 1934

KD Lytle

C[illegible] [illegible] BEND

July [illegible], 193[illegible]

OREGON STATE HIGHWAY COMMISSION

XXX City of Bend Dr.

Requisition No. ________ Bend, [illegible]

Sealing streets with bitumels, June 23, 1934

"Note" Computation of cost to be paid by City is based pro rata on gallons spread on City and State work.

Spread on City work	3125 gallons		City per cent	46.44
" " State "	3604 "		State " "	53.56
Total	6729 "			

Total labor cost	$223.00	City share	46.44%	=	$103.56
Total Rental Cost	174.50	" "	"	=	81.04
Total Gasoline Cost	42.15	" "	"	=	19.57
Total Oil Cost	6.30	" "	"	=	2.93
Total Fuel Cost	9.38	" "	"	=	4.36
Cos t of Bitumels, City Share	3125 Gals.	@	$0.57983	=	181.20
Cost of Freight " "	3125 "	@	.31512	=	98.47
					$491.13

Credit: 9 PO - 584- $491.13

JUL 1 6 1934

K. D. Lytle

City of Bend, [illegible]. June, 24, 1934

OREGON STATE HIGHWAY COMMISSION

TO ______________________________ Dr.

Requisition No. ___________

Rental of Oil Distributor F.W.D. #1112 June 24th , 1934.

7 A.M. to 2 P.M. Continuous Operation 7 hrs. @ $4.95		$34.65

"Note" Quoted price per hour with driver and leverman was $600. City paid these employees direct.

Credit 7 PC-[illegible]

JUL 16 1934

K. D. Lytle

DIVISION ENGINEER

City of Bend, [illegible] June, [illegible], 1934

OREGON STATE HIGHWAY COMMISSION

~~To~~ Dr.

Requisition No.

Rentel of Oil Distributor F.W.D. #1112 June 24th , 1934.

7 A.M. to 2 P.M. Continueous Operation 7 hrs. @ $4.95	$34.65

"Note" Quoted price per hour with driver and leverman was $600. City paid these employees direct.

Credit. 9PD-584.

APPROVED

JUL 1 6 1934

K. D. [illegible]

DISTRICT ENGINEER

#1597

123 D

July 30, 1934

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1597 for the construction of the Bend Section of The Dalles-California and Central Oregon Highways in Deschutes County has been completed by the contractors, Northwest Roads Company, and that final settlement will be made by the State withsaid contractors for work done under said contract on or after August 9, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $31,934.02 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1597

1230

July 5, 1934

Shell Oil Company,
Seattle, Washington.

Attention: A. C. Guske.

Gentlemen:

Receipt is acknowledged of your letter of July 3rd concerning the Northwest Roads Company Contract No. 1597 - Bend Section in Deschutes County.

Please be advised that the above contract was completed on June 18, 1934 and was accepted July 2, 1934. We have no knowledge of any claims against this contract.

Very truly yours,

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY

SHELL PETROLEUM PRODUCTS

SHELL BUILDING
1219 WESTLAKE AVE. NORTH

SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

July 3, 1934

Engineer,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

Re: Contract #1597
Cascade Investment Co.
Contractor

We would appreciate knowing what progress has been made on this contract, giving percentage of work finished. If this job has been completed, has it been accepted by your department. Please give us the dates. Also the total amount of liens filed.

Very truly yours,

SHELL OIL COMPANY

FJH:ET
Enc.

A. C. GUSKE
Division Credit Manager

Form 338—5M—2-34

O ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT **FINAL REPORT.**

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 16, 1934

Section Bend

Kind of work Asphaltic Concrete Paving

Highway The Dalles-California & Central O

Section prefix 9PO (NRM-123-D & NRM-147-E)

Contractor Northwest Roads Co.

Contract number 1597

Date of contract Feb. 15, 1934

Date of completion July 31, 1934

Date work started March 22, 1934

Estimated date of completion June 16, 1934

Amount of contract $ 34827.00

Per cent of time elapsed 75%

Estimated cost of completed project, exclusive of engineering $ 34827.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 1225.00, 3.5 %

Date project was completed June 16, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Construction of the project by contractor was completed today, Saturday June 16th with exception of a few minor items of cleanup and touching up drainage in gutters which will be done on Monday, total work amounting to not over $10.00 being involved.

Operation through the week was retarded by a total of 21½ hours of delay through plant breakdowns.

Mr. H.G.Smith visited the work on June 11th. Mr. Baldock and Mr. Finbiner were here on June 13th and inspected the project. Mr. Baldock gave instructions for application of an emulsified asphalt flush coat to the pavement surface, same to be done by the maintenance department.

RECEIVED
JUN [illegible] 1934

Signed
Resident Engineer,
Address Bend, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					3501 Ft.
Miles partially completed					
Miles completed					3501 Ft.
Total estimated quantities					3900 Tons
Estimated quantities moved or placed to date					3648 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					2
Hours per shift					5
Average force on project for week					50

Percentages of men employed on contract to be secured from:

Deschutes County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Deschutes COUNTY	Multnmh. COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	27	4				6	37
Men and teams	6						6
Men and trucks under 3 tons	2						2
Men and trucks over 3 tons	4						4
Men and tractors	0						0
Men & Rollers	1	3					4

Equipment used during week: Shovels 0, Power graders 0, Rollers 2, Mixers 0, Crushing or screening plants 0,

Compressors 1, Bull dozers 0, Sheet-foot rollers 0, Paving Plant, 1.

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair	4.5	Plant Breakdown.
Monday	"	10.	" "
Tuesday	"	0.	
Wednesday	"	7.	" "
Thursday	"	0.	
Friday	"	0.	
Saturday	"	0.	

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRM 123-D

POST OFFICE BUILDING
PORTLAND, OREG.

June 4, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jwm

H4pr 19658

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-123. Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 8th day of May, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 24th day of November, 1933, a revised project statement, which was approved by the Secretary on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 11th day of December, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-one thousand, nine hundred fifty-five and 78/100 dollars ($21,955.78) as the share of the United States payable under said act on account of Section D of said project, which is ~~does not exceed the authorized Federal percentage share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 which is 10' north of the south line of Vermont Street and survey station 20+60 on Franklin Street at the east line of Bond Street, length 0.390 of a mile~~s~~, in Deschutes County, being Section D of Oregon U.S.Public Works project No. NRM-123, consisting of 0.390 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as Wall Street and Franklin Avenue in the City of Bend, an official control point on F.A.Route No. 4.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty-one thousand, nine hundred fifty-five and 75/100 dollars ($21,955.75), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is xxxx), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed ~~the legal limitation upon such payments per mile, exclusive of bridges, of more than [illegible]~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By C. J. Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
[illegible]

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5513

By
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. ~~[illegible]~~-123-D. State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **21,955.75** as the total estimated cost of said project, and the sum of $ **21,955.75** as the share of the United States, payable under said acts on account of such project, which **is the** ~~[illegible] pro rata share of sai~~d total estimated cost.

Done at the city of Washington, this 27 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

By [illegible]
Acting Chief, Bureau of Public Roads

FORM S-C-1 15923 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

1238

May 28, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Attached is an executed copy of an Agreement between the City of Bend and the State whereby the City agrees to pay for any additional pavement it may be necessary to lay in connection with their laying of water mains on the Bend Paving Project.

You will note the agreement has been executed by Mayor Hosch only and not by the two Commissioners. This was called to the attention of the City Manager who informs us it is not necessary to have the Commissioners sign to have the agreement binding.

Yours very truly

K. D. Lytle
Division Engineer

By

W.O. Widdows

NOTED
State Highway Engineer

wow/c
encl.

FORM 2-C-1 14187 3M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

NRM-123D

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

May 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

In checking up on the quantities on the Bend Paving Project, prefix 9 PO, contract #1597, the question has arisen whether the quantities as shown on the plans for each Federal Aid Section 123D and 147 E must be strictly adhered to.

We find that the only items which might be unbalanced on the plans are "Removal of Old Pavement and Class "C" Asphaltic Concrete. The Central Oregon route has deteriorated considerably this winter and we have in mind placing more base on this street.

The total set up for the two projects, however, is ample to do a first class job.

Yours very truly

K. D. Lytle
Division Engineer

By W.O.Widdows
W. O. Widdows

wow/c

S.H.P. advised Lytle by phone regarding this inquiry
Iron

FORM S-A-1 19743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 9, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. W. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

The copy of sub-contract between the Cascade Investment Company and the Northwest Roads Company covering the hauling of the mineral aggregate on the Bend Municipal Paving Project, has been received. This agreement meets with our approval and if it meets with yours you may advise the contractors to go ahead if they have not already done so.

The writer does not remember if you were advised that it was not necessary to secure the approval of the Salem Office for these agreements, except in very unusual cases where the Division Engineer does not wish to pass on them. Otherwise if the agreements meet the approval of the Division Engineer he may so advise the contractor and allow them to proceed with the work.

As a metter of record copy of the agreement is to be sent to the Salem office.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock ✓

February 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are six copies of estimate as basis for project agreement for the City of Bend Section, Project No. NRM 123-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 123-D

BEND SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 28, 1934

6	only	Raising Catch Basins	$12.00	$ 72.00
8	"	" Manholes	15.00	120.00
2	"	" Monument & Meter Boxes	10.00	20.00
2,000	sq. yds.	Removal of Old Pavement	0.50	1,000.00
1,650	tons	Class "A" Asphaltic Concrete	7.92	13,068.00
430	"	" "C" " "	7.50	3,225.00
155	"	" "E" " "	9.00	1,395.00
20	"	" "F" " "	10.00	200.00
14,330	sq. yds.	Surface Finish Coat	0.06	859.80
		Sub-total		$19,959.80
		10% Engr. & Cont.		1,995.98
		Total		$21,955.78

Length 0.390 mile
Cost per mile $56,296.87

National Recovery Municipal Funds Requested $21,955.78

Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 123-D, the Bend section of The Dalles-California Highway, to the Northwest Roads Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

FORM S-A-1 10162 10M 7-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1235

OREGON STATE HIGHWAY COMMISSION

SALEM

January 15, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

I am forwarding sketch of the Greenwood Avenue underpass in the City of Bend. From the track layout it is apparent that deck girders are necessary, and that the minimum depth has been used; therefore, the clearance can only be increased by lowering the pavement grade.

While this is complicated by the proximity of Division and East First Streets, and would require artificial drainage by pumping, it still would appear possible when traffic justifies. At the present time there is little rail traffic, so that no expenditure is warranted to save an occasional vehicle using the nearby grade crossing. However, the highway department is willing to reconstruct the pass to give standard clearance if and when in the opinion of the State Highway Commission a dangerous traffic hazard is created by the underpass, provided that the city officials of Bend will consent to the grade changes, and provided that the money is available for the construction cost.

Very truly yours

STATE HIGHWAY COMMISSION

By____________________
As Chairman

By____________________
As Commissioner

By____________________
As Commissioner

December 12, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We submit herewith two copies of the performance requirement clause which we propose to include in the contract for the Bend Project (NRM 147-E and NRM 123-D).

This clause requires commencement of the work at the earliest possible time, but as there is practically no work to be done in advance of the placing of the asphaltic concrete wearing surface, we do not anticipate that any work can safely be done before some time in April or May.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

December 11, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today recommended for approval the plans, specifications and estimate for Oregon NRM 123-D, the Bend Section of The Dalles-California Highway, 0.39 miles of asphaltic concrete repaving.

This is your authority to advertise.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

December 6, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Bend Section, Project No. NRM-123-D.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-123-D

BEND SECTION OF THE DALLES-
CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, December 6, 1935

6	only	Raising Catch Basins	$ 6.00	8"	$ 36.00
8	"	" Manholes	6.00	8	48.00
2	"	" Monument & Meter Boxes	3.00	4	6.00
2,000	sq. yds.	Removal of Old Pavement	0.30	.50	600.00
1,650	tons	Class "A" Asphaltic Concrete	8.00		13,200.00
430	"	" "C" " "	8.00		3,440.00
155	"	" "E" " "	8.50		1,317.50
20	"	" "F" " "	20.00		400.00
14,330	sq. yds.	Surface Finish Coat	0.10		1,433.00
			Sub-total		$ 20,480.50
			10% Engr. & Cont.		2,048.05
			Total		$ 22,528.55

Length 0.390 mile

Cost per mile $ 57,765.51

National Recovery Municipal Funds Requested $ 22,528.55

CONTRACT #1599,

NRH 205-B Midland-California Line Sec., 1934
North Unit

1599

205 B

August 24, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed copies of special provision page 38 for the West Portland-Washington County Line Section, Projects Nos. NRH 205-B (1935) and NRH 73 (1935) and, likewise, special provision page 31 for the Milwaukie-Oregon City Section, Federal Aid Projects Nos. 168-A, B and C.

These pages have been revised with reference to the employment agency through which the contractor is to obtain his labor.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

July 8, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The amount of the net overpayment, $3,445.48, shown on the final voucher for Oregon U. S. Public Works project NRH 205-B has been deducted in making payment of the final voucher on Oregon U. S. Public Works project NRH 205-A.

Copies of Washington letters of July 2, 1935, notifying us of the method of handling payment of the two vouchers are enclosed.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

Noted, [illegible]

B-3 July 2, 1935.

Mr. W. H. Lynch,
District Engineer,
Post Office Bldg.,
Portland, Oregon.

Dear Mr. Lynch:

Reference is made to the final voucher for Oregon Public Works Project NRM-205-A, claimed in the amount of $7,269.64.

The voucher has been reduced by $3,446.48, overpayment on Oregon Public Works Project NRM-205-B, which has been deducted from this voucher.

After making the necessary changes we find the amount now due the State to be $3,823.16, in which amount payment is being recommended.

An additional copy of this letter is enclosed for your convenience in notifying the State.

Very truly yours,

Chief Engineer.

Enclosure.

CC Regional Office
Mr. Lynch
Construction
Files

E-3 July 2, 1935.

Mr. W. H. Lynch,
District Engineer,
Post Office Bldg.,
Portland, Oregon.

Dear Mr. Lynch:

Reference is made to the final voucher for Oregon Public Works Project NRH-205-B, showing a net overpayment in the amount of $3,445.48.

The overpayment of $3,445.48 on this voucher has been deducted from the final voucher for Oregon Public Works Project NRH-205-A.

The voucher has been approved for the purpose of closing out the records on this project.

An additional copy of this letter is enclosed for your convenience in notifying the State.

Very truly yours,

Chief Engineer.

Enclosure

CC Regional Office
Mr. Lynch
Construction
Files

Stencil No. 124 205-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRH 205-A & B

Sept. 17, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreements and certificates for the above numbered ~~[illegible]~~ projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Agr. 19882

Oregon U. S. Public Works
project No. NRH 205, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 8, 1934, by the Oregon State Highway Commission, and on May 26, 1934, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works project No. NRH 205, Section B; and

WHEREAS, the State Highway Department has requested an allotment of regular Federal aid funds to this project, in the amount of $16,104.72, in lieu of an equal amount of State funds previously provided:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of forty-four thousand, seven hundred thirty-five and 35/100 dollars ($44,735.35) as the share of the United States payable under said act on account of Section B of said project, which is the approved total estimated cost thereof:"

Clause (a) of Article I shall read:

> "(a) By the State, under provisions of the National Industrial Recovery Act."

To Article III shall be added paragraph (b) to read:

> "(b) The total amount of Federal funds allotted to this project is $44,735.35. This sum is divided as follows: $28,630.63 to be charged against the allotments made under Section 204 of the National Industrial Recovery Act, and $16,104.72 against the regular Federal aid appropriation."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of forty-four thousand, seven hundred thirty-five and 35/100 dollars ($44,735.35), certified to the Secretary of the Treasury as above mentioned, which is the approved total estimated cost of Section B of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 20th day of July, 1934, and the Secretary of Agriculture on the 4th day of September, 1934.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission.

By E B Aldrich
Member, State Highway Commission.

By ______________________
Member, State Highway Commission.

Secretary of Agriculture

By ______________________
Acting Chief, Bureau of Public Roads.

Oregon U. S. Public Works project No. NRH 205, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. NRH 205-B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 44,735.35 in lieu of the $28,630.63 approved by Certificate of May 26, 1934, as the total estimated cost of said project, and the sum of $ 44,735.35 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 4th day of September one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

205 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 17, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to intermediate voucher for Oregon U. S. Public Works Project No. NRH 205-B, covering period from June 9, 1934, to August 10, 1934, submitted in amount of $27,376.14.

The total amount claimed is within $1,000.00 of the funds set up for the project. In conformity with our practice of retaining this much of a balance until the final voucher is submitted, we are recommending the payment of the voucher in the reduced amount of $26,773.20. This will bring the total amount claimed on the project to $43,735.35, or $1000.00 less than the total funds set up. The distribution of the claim is as follows: Federal Aid Funds, $15,744.72; NRH Funds, $27,990.63. Please show these amounts as previous payments on final voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. NRH 205-B

June 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L. J. Canfield
Highway Engineer

Encls.

Tom

Hwy 19882

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRH-205, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 8th day of May, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 13th day of September, 1933, a project statement, which was approved by the Secretary on the 22nd day of September, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 31st day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-eight thousand, six hundred thirty and 63/100 dollars ($28,630.63) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917 and Chap. 31, Laws of
(Include amount, date, and citation of act of legislature by which authorized)

~~(b) From other sources~~ 1920 and Chap. 248, Laws of 1931.

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 369+60 in the E½ of Section 11, T 40 S, R 8 E, W.M., the north end of NRH-205-A, and survey station 281+50 in the NW¼ of Section 1, T 40 S, R 8 E, W.M.,

, length 1.668 miles, in Klamath County, being Section B of Oregon U.S.Public Works project No. NRH-205, consisting of 1.668 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~. known locally as the North Unit of the Midland-California Line Section of the Klamath Falls-Weed Highway between official control points Klamath Falls and the Oregon-California State Line, enroute to Weed, California.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2 of said project shall not in any event exceed the sum of twenty-eight thousand, six hundred thirty and 63/100 dollars ($28,630.63), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-four thousand, seven hundred thirty-five and 35/100 dollars ($44,735.35), the approved total estimated cost of Section 2 of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 245, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture ~~Secretary of Agriculture.~~

By
Acting Chief, Bureau of Public Roads

Form PR. 3--Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department a/ U.S.Public Works Project No [illegible]-205-B. State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $44,735.35 as the total estimated cost of said project, and the sum of $28,630.63 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

June 14, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

The North Unit, Midland-California Line Section, Project No. 205-B was placed under project agreement with a set-up of state funds under conditions similar to those for Project No. NRH 205-A.

We are, accordingly, enclosing herewith six copies of estimate as basis for modifying the agreement to replace the state funds with federal aid funds.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRM 203-B

NORTH UNIT, MIDLAND-CALIFORNIA LINE SECTION
OF THE KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1934

Grading

All Required		Clearing and Grubbing		$ 100.00
16,200	cu. yds.	Common Excavation	$0.30	4,860.00
2,700	" "	Solid Rock Excavation	0.70	1,890.00
8,400	yd.sta.	Overhaul	0.02	168.00
12,700	yd. mi.	Truck Haul	0.15	1,905.00
80	lin. ft.	18" Corrugated Iron Pipe	2.00	160.00
17,500	cu. yds.	Selected Roadbed Topping	0.25	4,375.00
60,000	yd. mi.	Hauling Roadbed Topping	0.12	7,200.00
500	cu. yds.	Filler	0.10	50.00
1,300	yd. mi.	Hauling Filler	0.01	13.00
				$20,721.00

Surfacing and Bituminous Macadam

1,900	cu. yds.	Coarse Materials in Surfacing	$1.95	$ 3,705.00
650	" "	Fine " " "	2.05	1,332.50
1,000	" "	Filler	0.40	400.00
2,500	yd. mi.	Hauling Filler	0.18	450.00
500	M-Gals.	Sprinkling	1.25	625.00
200	cu. yds.	Salvaging Surfacing Materials	0.40	80.00
2,300	" "	Mineral Aggregate in Place	2.50	5,750.00
165	tons	Asphalt in Place	23.00	3,795.00
15	"	Emulsified or Cut-back Asphalt in Seal Coat	24.00	360.00
1,800	cu. yds.	Cinder Shoulders	0.25	450.00
25,000	yd. mi.	Hauling Cinder Shoulders	0.12	3,000.00
				$19,947.50

Sub-total	$40,668.50
10% Engr. & Cont.	4,066.85
Total	$44,735.35

Length	1.668 miles
Cost per mile	$26,819.75

National Recovery Highway Funds Requested- - - - - - - - - -	$ 28,630.63	(64%)
Federal Aid Funds- -	16,104.72	(36%)
	$ 44,735.35	

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1931.

State Funds for Maintenance: Chapter 41, Laws 1927; Chapter 248, Laws 1931.

#1599

S/RH-205-B

May 24, 1934

Hartford Accident & Indemnity Company,
T. B. Watters, Agent,
Klamath Falls, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1599 for the construction of the North Unit, Midland-California Line Section of the Klamath Falls-Weed Highway in Klamath County, consisting of 1.67 miles of grading, has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 2nd, 1934.

The State is not advised of any unpaid claims for labor or material or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $20,718.85 including the final payment. Of this amount $89.92 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Form 338—4M—9-33.

[illegible]EG[illegible] STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 21, 1934

Section North Unit Midland Calif. Line

Kind of work Grading

Highway Klamath Falls-Weed

Section prefix 18FY NRH 205 B

Contractor Dunn & Baker

Contract number 1599

Date of contract Feb. 15, 1934

Date of completion May 31, 1934

Date work started Feb. 20, 1934

Estimated date of completion April 21, 1934

Amount of contract $ 20721

Per cent of time elapsed 60 %

Estimated cost of completed project, exclusive of engineering $ 20718.85

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $575.00, 4.7 %

Date project was completed April 21, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The project has been bladed during the week and a small crew has been trimming shoulders.

The project is officially complete as of this date. Final estimate is complete. Tom Davis Of F. P. R. was over project this date.

No further reports will issue.

C Kelley
Res Engr

RECEIVED
APR 23 1934
CONS[illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING Topping	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.67	1.67			
Miles partially completed					
Miles completed	1.67	1.67			
Total estimated quantities	18900	17500			
Estimated quantities moved or placed to date	14133	20083			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	5				
Average force on project for week	5				

Percentages of men employed on contract to be secured from:

Klamath County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men Super.	1						
Men and teams Skilled	2						
Men and trucks under 3 tons Unskilled	2						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear and warm all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

105-R

March 29, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to Mr. Probert's letter of March 27th in reply to our letter of February 27th relative to Oregon U.S.Public Works projects NRH 206-A and B, Midland-California State Line.

As stated in our letter above referred to, these projects are being recommended for approval, but until we are satisfied of the value of the methods proposed, we do not care to recommend future similar work.

With regard to the specifying of the degree of penetration, it is standard practice to do this, and why it is objected to in this case is not clear. On future bituminous projects it is requested that this information be placed in the special provisions.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. B. Andrews
Sr. Highway Engineer

March 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In our review of Oregon U. S. Public Works Project NRH 305-B, North Unit, Midland-California Line Section of the Klamath Falls-Weed Highway, in connection with the submission of the project agreement estimate, we note that you have not answered the questions raised in our letter of February 27th.

We shall appreciate it if you will furnish this information as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

February 27, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to P. S. & E. for Oregon U. S. Public Works Project No. NRH 205, Section B.

The proposed surfacing consists of talus rock topping 9" to 18" thick over the full width of roadbed, crushed rock surfacing 4" thick (loose measurement) by 22 feet wide and bituminous macadam 2-3/4" x 20 ft. The crushed rock surfacing is to be laid in three courses. The first course (2" thick loose) is composed of 1-1/4" by 3/4" material which is filled, sprinkled, , processed and rolled. The second course (1" thick loose) is composed of 3/4" by 1/4" material and treated the same as the first course. The third course (1" thick loose) is composed of 1-1/4" x 3/4" material without filler which is merely spread on the road and not processed nor compacted. The contractor is required to maintain this surface by constant blading and occasional sprinkling to keep it "free from ravelling." It would seem more than difficult to keep this loose material free from ravelling. The purpose of the third course as stated in the specifications is to prevent the finer rock in the macadam from becoming mixed with the base rock of the bituminous macadam. This third course material is later windrowed and then respread over the prime coat of oil.

As stated over the telephone, we fail to understand the method of construction. If the 1-1/4" x 3/4" third course is essential for the purpose stated, and that is questionable, would it not be better to defer placing it until the bituminous work is begun? If placed as part of the base it is subjected to traffic and is bound to become covered with dust, thus making it less suitable for binding with bitumen. We believe an entirely satisfactory base can be constructed in one course, 4" thick loose, in accordance with the specifications for the first course as specified for this project. The prime coat may be used if desired but is not essential if the base is well consolidated.

If it is necessary, a prime coat of light oil will prevent the base fines from coming up into the bituminous macadam rock.

As noted in our letter of February 1st for NRS 47-A, the grade of oil or asphalt is not stated and as the standard specifications do not include this type, B-12, the bituminous binder cannot be identified by reference to them.

The cost of the entire surfacing, including talus topping and with 10% added for engineering and contingencies, is estimated at approximately $17,200 per mile. It appears that a higher type of pavement could be constructed for a slightly greater amount and would be justified by longer life and lower maintenance costs. Have you considered the cost of a concrete pavement on this project and have you estimated the cost of such a pavement?

We have gone into a rather lengthy discussion of the crushed rock surfacing which is a minor item of this project. However, the tendency of your department has leaned toward the introducing of details which run up the cost and we desired to bring this to your attention.

This project is being approved as submitted, but complete justification of these specifications will be required before approval can be given for future similar projects.

Very truly yours,

W. H. LYNCH
District Engineer

March 23, 1934

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the North Unit, Midland-California Line Section, Project No. NRH 205-B.

The State funds set up in this estimate will be reduced or eliminated in a manner to that suggested in our letter transmitting the estimates for Project NRH 205-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 205-B

NORTH UNIT, MIDLAND-CALIFORNIA LINE SECTION
OF THE KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 23rd, 1934.

Grading

All Required		Clearing and Grubbing		$ 100.00
16,200	cu. yds.	Common Excavation	$ 0.30	4,860.00
2,700	" "	Solid Rock Excavation	0.70	1,890.00
8,400	yd. sts.	Overhaul	0.02	168.00
12,700	yd. mi.	Truck Haul	0.15	1,905.00
80	lin. ft.	18" Corrugated Iron Pipe	2.00	160.00
17,500	cu. yds.	Selected Roadbed Topping	0.25	4,375.00
60,000	yd. mi.	Hauling Roadbed Topping	0.12	7,200.00
500	cu. yds.	Filler	0.10	50.00
1,300	yd. mi.	Hauling Filler	0.01	13.00
				$ 20,721.00

Surfacing and Bituminous Macadam

1,900	cu. yds.	Coarse Materials in Surfacing	$ 1.95	$ 3,705.00
650	" "	Fine " " "	2.05	1,332.50
1,000	" "	Filler	0.40	400.00
2,500	yd. mi.	Hauling Filler	0.18	450.00
500	M-Gals.	Sprinkling	1.25	625.00
200	cu. yds.	Salvaging Surfacing Materials	0.40	80.00
2,300	" "	Mineral Aggregate in Place	2.50	5,750.00
165	tons	Asphalt in Place	23.00	3,795.00
15	"	Emulsified or Cut-back Asphalt in Seal Coat	24.00	360.00
1,800	cu. yds.	Cinder Shoulders	0.25	450.00
25,000	yd. mi.	Hauling Cinder Shoulders	0.12	3,000.00
				$19,947.50

Sub-total	$40,668.50
10% Engr. & Cont.	4,066.85
Total	$44,735.35

Length 1.668 miles
Cost per mile $26,819.75

National Recovery Highway Funds Requested- - - - - - - - - -	$ 28,630.63 (64%)
State Funds- -	16,104.72 (36%)
	$ 44,735.35

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1929:
Chapter 248, Laws 1931.
State Funds for Maintenance: Chapter 41, Laws 1927, Chapter 248, Laws 1931.

365-B

February 21, 1934

Dunn & Baker
Box 431
Klamath Falls, Oregon

Gentlemen:

For use in connection with the North Unit, Midland California Line grading project and the Midland-California Line bituminous macadam project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Post Office Building, Klamath Falls, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. K. D. Lytle
Mr. C. C. Kelley

205-B

February 19, 1934

Dunn & Baker
Klamath Falls
Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 15 for the construction of the Midland-California Line Section of Klamath Falls-Weed Highway in Klamath County, and has awarded to you the contract for such work at your bid price of $105,467.50.

Please consider this letter as your authority and our request to commence immediate construction of this work.

Contract forms will be sent you shortly for execution.

Very truly yours

Secretary

AJ

cc Mr. Probert

205 B

February 19, 1934

Dunn & Baker
Klamath Falls
Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 15 for the grading of the North Unit, Midland-California Line Section of the Klamath Falls-Weed Highway in Klamath County, and has awarded to you the contract for such work at your bid price of $20,721.00.

Please consider this letter as your authority and our request to commence immediate construction of this work.

Contract forms will be sent you shortly for execution.

Very truly yours

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRH 205-B, grading on the Midland-California Line section of the Klamath Falls-Weed Highway, to Dunn & Baker, Klamath Falls, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRH 205-B, surfacing on the Midland-California Line section of the Klamath Falls-Weed Highway, to Dunn & Baker, Klamath Falls, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S.Public Works project NRH 205-B, the North Unit, Midland-California State Line section of the Klamath Falls-Weed Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

January 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the North Unit, Midland-California Line Section, Project No. NRH 205-B. Five bid proposals for the grading work, and, likewise, five bid proposals of the surfacing and bituminous macadam work are being sent under separate cover. In addition, we are sending five sets of blueprint plans.

The enclosed estimate shows payment to be made entirely from NRH funds, but it is our desire to set up regular Federal Aid funds on the project as soon as they are released. We believe that this can be done at the time the project agreement estimate is submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.

Dict. by J. W. Nash/ER

Oregon State Highway Department

National Recovery Highway
Project No. NRH 208-B

NORTH UNIT, MIDLAND-CALIFORNIA LINE SECTION OF THE KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans. Not as basis for project agreement.

Salem, Oregon, January 27, 1934

Grading

All Required		Clearing and Grubbing		$ 200.00
16,200	cu. yds.	Common Excavation	$ 0.30	4,860.00
2,700	" "	Solid Rock Excavation	0.70	1,890.00
8,400	yd. sta.	Overhaul	0.02	168.00
12,700	yd. mi.	Truck Haul	0.15	1,905.00
80	lin. ft.	18" Corr. Iron Pipe	2.00	160.00
17,500	cu. yds.	Selected Roadbed Topping	0.25	4,375.00
60,000	yd. mi.	Hauling " "	0.12	7,200.00
500	cu. yds.	Filler	0.25	125.00
1,300	yd. mi.	Hauling Filler	0.12	156.00
				$ 21,039.00

Surfacing and Bituminous Macadam

1,900	cu. yds.	Coarse Materials in Surfacing	1.25	$ 2,375.00
650	" "	Fine " " "	1.30	845.00
1,000	" "	Filler	0.25	250.00
2,500	yd. mi.	Hauling Filler	0.15	375.00
500	M-Gal.	Sprinkling	1.50	750.00
200	cu. yds.	Salvaging Surfacing Materials	0.60	120.00
2,300	" "	Mineral Aggregate in Place	2.70	6,210.00
165	tons	Asphalt in Place	24.00	3,960.00
15	"	Emulsified or Cut-back Asphalt in Seal Coat	24.00	360.00
1,800	cu. yds.	Cinder Shoulders	0.30	540.00
25,000	yd. mi.	Hauling Cinder Shoulders	0.12	3,000.00
				$ 18,785.00

Sub-total	$ 39,824.00
10% Engr. & Cont.	3,982.40
Total	$ 43,806.40

Length	1.668 miles
Cost per mile	$ 26,262.82

National Recovery Highway Funds Requested.........................$ 43,806.40

CONTRACT#1600,

SEE:

CONTRACT#1527,

CONTRACT #1601,
1634,

PR 117-B Doyle Hill-Nimrod Sec. 1933

1601, 1634

#1634

December 21, 1934

117-B

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1634 for the construction of the Pacific-McKenzie Highway Junction Section, landscaping, of the McKenzie Highway in Lane County, has been completed by the contractors, G. M. & P. M. Parker, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 31, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $1,172.52 includingthe final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1601

117-B

December 20, 1934

American Surety Company of New York,
W. A. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

On July 18th we advised you of the intention of the State Highway Commission to make final payment to the Cascade Construction Company in connection with Contract No. 1601 - Springfield Section of the McKenzie Highway in Lane County.

You were advised that the total amount paid the above contractors in connection with this project would be $4907.39, including the final payment. Since that time an adjustment has been made and the total amount which will be paid the contractors will be $5,313.44 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-A-1 18874 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Nov. 19, 1934.

IN REPLY PLEASE REFER TO FILE NO

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

OVER AND UNDERRUNS ON PACIFIC McKENZIE HIGHWAY
JUNCTION LANDSCAPING PROJECT NRH-117-B

Dear Sir:

Excavation Single Class:-

This was overestimated in the preliminary estimate and the work was performed according to the plans. There was a large underrun. All of this material was hauled away as excess and the truck measure shows a swell of about 15%, which appears reasonable.

Disposing of Excess Excavation Materials, Plant bed top-soil. Crushed gravel surface.

The preliminary plans were changed by S. H. Boardman, State Parks Engineer. Instead of a part of the excavation materials being used for embankment construction within the curb, all material from excavation was hauled away and "plant bed top soil" was used instead. No crushed gravel surfacing was placed inside the curb and only a small amount was used outside the concrete curb. On account of this change there was an overrun in the first two items and an underrun in the last item.

Sheep Guano and Peat Moss

Both of these items underran the estimate. These were placed under the direction of Mr. Thompson and to his satisfaction so must have been overestimated in the preliminary estimate.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM 8-A-1 18874 7500 7-34
COMMISSIONERS

R. H. BALDOCK
STATE HIGHWAY ENGINEER

Form 338—5M—2-34

ORE N STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT FINAL

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17, 1934

Section Pacific - McKenzie

Kind of work Landscaping

Highway McKenzie

Section prefix 20 PF NRH 117B

Contractor G. M. Parker and P. M. Parker

Contract number 1634

Date of contract May 17, 1934

Date of completion November 30, 1934

Date work started June 12, 1934

Estimated date of completion ...., 193...

Amount of contract $ 1166.80

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering $ 1232.93

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 257.94, 21 %

Date project was completed November 17, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Nov. 12 No activity
" 13 One gardiner and 2 men planting shrubs.
" 14, 15, 16 No activity
" 17 Receive final shipment of peat moss, 2 men complete planting.

ENGINEERING

Nov. 13 David E. Thompson, Landscaping Engineer supervising planting, one man checking plants and staking shrub beds.
Nov. 16 One man in office on final estimate.
Nov. 17 One man checking plants, two men in office, complete final estimate, Weekly reports Etc. Mailed semi final estimate to Division office

9

Signed E. E.

Address Box 204, Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	[illegible] MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			Plant bed top soil	Disposing of excess Mtl.	Coms. curb
Miles partially completed					
Miles completed					
Total estimated quantities	153.4 C.Y.	10 C.Y.	314 C.Y.		413.2 ft
Estimated quantities moved or placed to date	153.4 C.Y.	10 C.Y.	314 C.Y.	178 C.Y.	413.2 Linft
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

Lane County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Lane COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	2						2
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Foggy		
Monday	"		
Tuesday	Rain		
Wednesday	"		
Thursday	Cloudy		
Friday	Rain		
Saturday	Fog		

FORM 5-A-1 13874 7500 7-24

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1178

Oct. 8, 1924.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: [illegible]

Dear Sir:

I am advised the Cascade Construction Company have protested our final estimate for tonnage on the Springfield paving job, contract 1601.

Mr. Davies was your inspector on this job and you designed the mix. I presume he weighed and measured the quantities to be placed in the wheelbarrows to produce a thousand pound batch. It appears that the product of the plant, when weighed on the State scales and on another scales during the last two days of the run, weighed about 20% less than a thousand pounds per batch. Do you have the figures used by Mr. Davies in figuring the volume of the various sizes of material necessary to produce a one thousand pound batch? If so I would appreciate having a copy of them.

Did Mr. Davies allow for moisture which would be removed during the heating process? Did he allow for dust lost through the stack because this plant had no dust collector? Were the scales on which he weighed the wheelbarrows checked or is it possible that these scales were out of adjustment? If these scales were out of adjustment as much as 10%, it seems to me probable that the loss of weight by evaporation of moisture and by loss of dust could easily equal the other 10%. I would appreciate hearing from you at your early convenience.

Mr. Umphlette tells me that loads were weighed on two scales, which checked reasonably close and in the presence of a representative of the paving company and that your inspector and yourself and Umphlette felt at that time that the loads weighed were representative of loads put out during the entire job for the reason that wheelbarrows were loaded in the same manner and that the representative of the paving company at that time agreed that the loads only weighed 4800 pounds and that material was being put into the drum in the same quantity for each batch as during the previous days operation.

I would appreciate hearing from you at your early convenience and will be glad to check up on any further information you may wish from me.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
EAC:AWF

FORM 8-A-1 13743 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1118

September 25, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

The Cascade Construction Company have protested your final estimate for the tonnage on the Springfield Paving job, contract #1601, and refuse to accept your correction of the material receipt tickets to conform with the weights which you found on the last days run.

I have gone over this several times with Mr. Finkbiner and discussed it with Mr. Baldock and we do not feel that there were sufficient loads weighed to substantiate our position in refusing to pay on the full amount called for by the tickets. Mr. Finkbiner refuses to take any definite stand in the matter, stating that he is confident that the volumetric measurements were correct and he is unable to explain why the loads weighed less than called for by the theoretical computations. I have computed the total weight of the product from the amount of material received on the job by the checker's weights for this material and find it considerably in excess for the total number of tickets issued, therefore it is quite apparent that the contractor can substantiate his case in court.

It seems advisable therefore to recall the final estimate and revise it, using the actual amount called for by the tickets. On all future work please see that the specifications call for loads to be actually weighed, either on the job or on commercial scales. It is satisfactory to portion material by volume but payments must be made by weight.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon USPW Proj.No. NRH 117-B

Sept. 17, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered [illegible] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Tom

Hwy. 3852

Form P. R. 2

State OREGON

U.S.Public Works Project No. [illegible] 117-Sec. B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5618

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of July, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 20th day of September, 1927, a revised project statement, which was approved by the Secretary on the 24th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section 3 of said project which were recommended for approval by the United States District Engineer on the 11th day of April, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, two hundred eighty three and 48/100 dollars ($1,283.48) as the share of the United States payable under said act on account of Section 3 of said project, ~~which does not exceed the authorized Federal~~ ~~pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **under provisions of the National Industrial Recovery Act.**
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 4+00 and survey station 5+60, at junction with Pacific Highway.**

, length **0.030 of a** mile~~s~~ in **Lane** County, being Section **B** of **Oregon U.S.Public Works** project No. **NRH 117**, consisting of **0.030 of a** mile~~s~~ of roadway and **no** bridges, [illegible] of more than 20 feet clear span, [illegible] **known locally as Pacific Highway-McKenzie Highway Junction section of the McKenzie Highway between official control points, Eugene and McKenzie Bridge.**

5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No . 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of one thousand, two hundred eighty three and 45/100 dollars ($ 1,283.45), certified to the Secretary of the Treasury as above mentioned, which [redacted]

[redacted] is [redacted], the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted].

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 1st day of September, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting *Chief, Bureau of Public Roads*

8-5518

Form PR. 3 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. ~~[illegible]~~ 117-B State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 1,283.48 as the total estimated cost of said project, and the sum of $1,283.48 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ ~~[illegible]~~ is said total estimated cost.

Done at the city of Washington, this 1st day of September one thousand nine hundred and thirty-four

~~Secretary of Agriculture~~
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 30, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon U. S. Public Works project NRH 117-B.

It has been noted that in the schedule of prices that items Nos. 8 and 9 do not specify "B & B" in the description of this material. It is believed that the loss will be reduced to a minimum if those items are handled with a ball of earth wrapped in burlap.

It is suggested that the "B & B" designation be indicated with the size on future lists for those items of plant material which are customarily handled in this way.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

FORM S A-1 19743 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
Asst. Highway Engineer

August 15, 1934.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: W. C. SMITH

Dear Sir:

You will find enclosed a monthly estimate on the Pacific-McKenzie Highway Junction landscaping, prefix 20 PF, G. M. Parker and P. M. Parker, contractors. The amount due on this estimate is only $293.71, but because the job is so small and particularly because there will not be another estimate until November we thought only fair that payment be made for all work done to date.

The contractors also have requested that an estimate be sent in at this time in order that they may pay their expenses up to the present.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock

EAC:AWF

#1601

117-13

July 18, 1934

American Surety Company of New York,
W. A. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1601 for the construction of the Springfield Section of the McKenzie Highway in Lane County, has been completed by the contractors, Cascade Construction Company, and that final settlement will be made by the State with said contractorsfor work done under said contract on or after July 28, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and ylu are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $4,907.39 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

PR-117-B

June 11, 1954

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We are sending you by express an executed copy of the contract that was recently awarded to G. M. Parker and P. M. Parker for the landscaping of the Pacific-McKenzie Highway Junction of the McKenzie Highway in Lane County.

This copy is sent you as you appear as surety on the contractors' bond.

Very truly yours,

Secretary

AJ

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. NRM 117-B

POST OFFICE BUILDING
PORTLAND, OREG.

June 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jwb

Agr 19788

Form P. R. 2

State OREGON

U.S.Public Works Project No. NRM 117, Sec. B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

RECEIVED
1934
OREGON
STATE HIGHWAY COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 29th day of September, 1927, a revised project statement, which was approved by the Secretary on the 24th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 2nd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, four hundred fifty two and 14/100 dollars ($5,452.14) as the share of the United States payable under said act on account of Section B of said project, which ~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under the provisions of the National Industrial Recovery Act. (Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 12+26.5 at the east end of the Springfield bridge over the Willamette River and survey station 62+00 in the E 1/2 of Section 35, T 17 S, R 3 W, W.M. (excepting therefrom that portion between Stations 25+03.9 and 53+29.15)

, length 0.280 of a mile~~s~~, in Lane County, being Section B of Oregon U.S.Public Works project No. NRM 117, consisting of 0.280 of a mile~~s~~ of roadway and no bridges, of more than 20 feet clear span, of a mile in length., known locally as Main Street in the city of Springfield 8—5518

On Federal Aid Route No. 5.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 3 of said project shall not in any event exceed the sum of five thousand, four hundred fifty two and 14/100 dollars ($5,452.14), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost of Section 3 of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible] the legal limitation upon [illegible] per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Carl Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRM 117-B** State of **Oregon.**

SECOND. That in accordance with said provisions I have approved the sum of $**5,452.14** as the total estimated cost of said project, and the sum of $ **5,452.14** as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ **is** said total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By **Acting Chief, Bureau of Public Roads**

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

Form 338—4M—9-33.

RECEIVED
JUN 11 1934
OFFICE OF
CONSTRU[illegible]

ORE[illegible] STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 9, 1934

Section Springfield

Kind of work Paving

Highway McKenzie

Section prefix 20 PE, NRM 117-B

Contractor Cascade Construction Company

Contract number 1601

Date of contract February 15, 1934

Date of completion June 30, 1934

Date work started ...., 193..

Estimated date of completion May 31, 1934

Amount of contract $ 4956.50

Per cent of time elapsed 79 %

Estimated cost of completed project, exclusive of engineering $ 4956.50

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 380.40, ... %

Date project was completed May 31, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

June 4- One man computing quantities.

June 5 & 6- One man checking payrolls and one man on profile.

June 7- Two men on final estimate and pavement details. Two men one-half day remeasuring.

June 8- One man on final estimate.

June 9- Two men on final estimate.

Final estimate completed and will be forwarded when cement adjustment with contractor is completed.

E. E. Unglebitt
Resident Engineer

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					.816
Miles partially completed					
Miles completed					.816
Total estimated quantities					416.8
Estimated quantities moved or placed to date					416.8
Average daily quantities					42
Average daily quantities necessary to complete project on time					0
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

Lane County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Fair		
Saturday	Fair		

June 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building

Dear Sir:

Herewith are enclosed six copies of project agreement estimate for landscaping of the Pacific Highway-McKenzie Highway Junction Section, Project No. NRH 117-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 117-B

PACIFIC HIGHWAY-McKENZIE HIGHWAY JUNCTION SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, June 2, 1934.

250	cu. yds.	Excavation, Single Classification	$0.27	$ 67.50
100	" "	Disposal of Excess Excavated Materials	1.00	100.00
270	" "	Plant Bed Top Soil	1.33	359.10
420	lin. ft.	Concrete Curb	0.86	361.20
40	cu. yds.	Crushed Gravel Surfacing	2.33	93.20
40	only	Berberis thunbergi	0.27	10.80
27	"	Ceanothis (Gloire de Versailles)	1.66	44.82
17	"	Juniperus horizontalis douglasi	0.66	11.22
39	"	Mahonia aquifolium	0.66	25.74
17	"	Spirea thunbergi	0.27	4.59
27	"	Spirea vanhouttei	0.27	7.29
66	"	Symphoricarpos racemosus	0.27	17.82
328	"	Hypericum calycinum	0.04	13.12
12	cwt.	Sheep guano	1.20	14.40
16	bales	Peat moss	2.25	36.00
		Sub-total		$ 1,166.80
		10% Engr. & Cont.		116.68
		Total........		$ 1,283.48

Length, 160 lin. ft. 0.030 mile
Cost per mile $42,782.66

National Recovery Highway Funds Requested...................... $ 1,283.48

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

Form 338—4M—9-33.

OREG[illegible] STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 2, 1934

Section Springfield	*Kind of work* Paving
Highway McKenzie	*Section prefix* 20 PE, NRM 117-B
Contractor Cascade Construction Company	*Contract number* 1601
Date of contract February 15, 1934	*Date of completion* June 30, 1934
Date work started May 4, 1934	*Estimated date of completion* ....., 193
Amount of contract $ 4956.50	*Per cent of time elapsed* 79 %

Estimated cost of completed project, exclusive of engineering $ 4956.50

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 321.15, 6.5 %

Date project was completed May 31, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Sunday May 27 36 Tons A mix, north side, sta. 21/55 to 22/80

Monday May 28 43.2 tons A mix, south side, sta. 22/05 to 24/25

Tuesday May 29 38.4 tons A mix, north side, sta. 22/80 to 24/70

Wednesday May 30 27.6 tons A mix, both sides, sta. 24/25 to 25/03.9

Thursday May 31. Three men cleaning up. Construction completed today.

Benscheidt on job all week. Davies, plant inspector, left on Wednesday, May 30.
One man in office five days, on cross sections.

RECEIVED
JUN 4 - 1934
OFFICE OF
CONSTRUCTION ENGINEER

E. E. Houghlatte
Resident Engineer

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					.816
Miles partially completed					
Miles completed					.816
Total estimated quantities Tons					416.8
Estimated quantities moved or placed to date					416.8
Average daily quantities					42
Average daily quantities necessary to complete project on time					0
Number shifts per day					1
Hours per shift					8
Average force on project for week					22

Percentages of men employed on contract to be secured from:

Lane County, 100 %; .... County, ... %; .... County, ... %; .... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Lane COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	18					2	20
Men and teams							
Men and trucks under 3 tons	2						2
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 1, Mixers 1, Crushing or screening plants 1,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Lt. Showers		
Thursday	Showers		
Friday	Rain		
Saturday	Cloudy		

FORM S-A-1 13745 15M 5-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 29, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: [illegible] FINKBINER

NOTED
Highway Engineer

Dear Sir:

I note on the Daily Plant Report for the Springfield section that the screen analysis has been identical since the beginning of the job. In other words I presume the first days screen analysis has been used throughout. It would seem to me natural to expect some variation in the aggregate.

Mr. Umphlette advises me that on weighing up two or three truck loads, which were supposed to contain 6000 pounds, the weight was found to be only 4800 pounds or in other words we had been giving tickets for 25% more weight of material than we were receiving. I have directed Umphlette to reduce all tickets heretofore issued from 6000 pounds to 4800 pounds and to write tickets at 4800 pounds for the remaining one days run and if this is not satisfactory to the contractor to put all truck loads over the State scales.

It happens that I was not in Eugene at any time during plant operation. I presume Davies has reported this incident to you.

Please advise method used by your plant inspector in determining weight of material and advise what plan we should use at Marshfield to prevent any argument about weight of material. I understand this plant is to be moved to Marshfield this week.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:[illegible]

117-B

May 25, 1934

G. M. & P. M. Parker
Whitney Avenue
Eugene, Oregon

Gentlemen:

We have been advised by the State Industrial Accident Commission that they have no record of you as a contributor to the state industrial accident fund.

It is one of the strict requirements of the State Highway Commission that all successful bidders on state highway construction work accept the provisions of the Oregon Workmen's Compensation Act and carry on their work in strict compliance with the provisions thereof.

We shall expect you to conform to this requirement in connection with your contract for the Pacific-McKenzie Highway Junction Landscaping Project on the McKenzie Highway, which contract was awarded you on May 17 by the State Highway Commission.

Information and forms may be secured from the State Industrial Accident Commission, State Office Building, Salem.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

117-B

May 21st, 1934

G. M. & P. H. Parker
Whitney Avenue
Eugene, Oregon

Gentlemen:

For use in connection with the Pacific-McKenzie Highway Junction Landscaping Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 1010 Willamette Street, Eugene, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc E. A. Collier
E. E. Umphlette

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 17, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U. S. Public Works project NRH 117-B, Pacific-McKenzie Highway Junction landscaping project on the McKenzie Highway, to G. M. and P. M. Parker, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Ion

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRH 117-B, landscaping the triangle at the junction of the McKenzie Highway with the Pacific Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Fiwn

April 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Pacific Highway-McKenzie Highway Junction Landscaping Project, Project No. NRH 117-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 117-B

PACIFIC HIGHWAY-McKENZIE HIGHWAY JUNCTION SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany landscaping plans. Not as basis for project agreement)

Salem, Oregon, April 10, 1934.

250	cu. yds.	Excavation, Single Classification	$1.00	$ 250.00
100	" "	Disposal of Excess Excavated Materials	0.50	50.00
270	" "	Plant Bed Top Soil	0.75	202.50
420	lin. ft.	Concrete Curb	0.60	252.00
40	cu. yds.	Crushed Gravel Surfacing	2.00	80.00
40	only	Berberis thunbergi	0.60	24.00
27	only	Ceanothus (Gloire de Versailles)	1.00	27.00
17	"	Juniperus horizontalis douglasi	1.00	17.00
39	"	Mahonia aquifolium	0.60	23.40
17	"	Spirea vanhouttei	0.70	11.90
66	"	Symphoricarpos racemosus	0.70	46.20
328	"	Hypericum calycinum	0.10	32.80
12	cwt.	Sheep Guano	0.80	9.60
16	bales	Peat Moss	1.70	27.20
			Sub-total- - - - -	$1,053.60
			10% Engr. & Cont.	105.36
			Total- - - - -	$1,158.96

Length, 160 lin. ft. 0.030 miles

Cost per mile $ 38,632.00

National Recovery Highway Funds Requested- - - - - - - - - - - - - - $1,158.96

February 28, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the City of Springfield Section, Project No. NRM 117-B.

We have included the items of "Filler" and "Filler Haul" in the estimate for the work to be done on the 24' roadway, station 53+29.1 to station 62+00. These items were erroneously left out of the estimate previously submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 117-B

SPRINGFIELD SECTION OF THE

McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 28, 1934.

ORIGINAL PROJECT

East Approach to Springfield Bridge
(Sta. 18+86.5 to Sta. 22+50.0)

60	cu. yds.	Excavation, Single Classification	$0.65	$ 39.00
250	sq. yds.	Concrete Sidewalk	2.25	562.50
20	cu. yds.	Top Course Sub-base	2.15	43.00
40	" "	Lower Course Sub-base	1.80	72.00
115	tons	Class "A" Asphaltic Concrete	8.50	977.50
75	"	" "C" " "	8.25	618.75
1,650	sq. yds.	Surface Finish Coat	0.06	99.00
450	lin. ft.	Concrete Curb	0.60	270.00
10	cu. yds.	Filler	0.60	6.00
10	yd. mi.	Hauling Filler	0.25	2.50
			Sub-total	$2,690.25
			10% Engr. & Cont.	269.02
			Total	$2,959.27

Length 0.068 mile

EXTENSION OF PROJECT

46' Roadway (Sta. 22+50 to Sta. 25+03.9)

65	tons	Class "A" Asphaltic Concrete	$8.50	$ 552.50
1,300	sq. yds.	Surface Finish Coat	0.06	78.00
			Sub-total	$ 630.50
			10% Engr. & Cont.	63.05
			Total	$ 693.55

Length 0.048 mile
Cost per mile $14,448.95

24' Roadway (Sta. 53+29.1 to Sta. 66+00)

190	cu. yds.	Excavation, Single Classification	$0.65	$ 123.50
60	yd. mi.	Truck Haul	0.25	15.00
40	cu. yds.	Top Course Sub-base	2.15	86.00

80	cu. yds.	Lower Course Sub-base	$1.80	$ 144.00
20	cu. yds.	Filler	0.60	12.00
20	yd. mi.	Hauling Filler	0.25	5.00
60	tons	Class "A" Asphaltic Concrete	8.50	510.00
85	"	" "C" " "	8.25	701.25
650	sq. yds.	Surface Finish Coat	0.06	39.00
			Sub-total	$1,635.75
			10% Engr. & Cont.	163.57
			Total	$1,799.32

Length	0.164 mile
Cost per mile	$10,971.46

National Recovery Municipal Funds Requested:

Original Project, - Bridge Appr.	$2,959.27
Extension, - 46' Roadway	693.55
24' Roadway	1,799.32
	$5,452.14

State Funds for Construction: Chap. 175, laws 1917; chap. 71, laws 1920
" " " Maintenance: Chap. 41, laws 1927

PHONE EAST 6315

OFFICE 309 EAST MAIN ST.

CASCADE CONSTRUCTION CO.

GENERAL CONTRACTORS

CONCRETE
BITUMINOUS
MACADAM
DRIVEWAYS

MASTIC FLOORS
ROCK WALLS
ROCKERIES

PORTLAND, OREGON.

1177

February 26, 1934.

H. B. GLAISYER, SECRETARY,
State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to contract recently awarded us for paving the Springfield Section of the Pacific Highway, wish to advise that M. J. Lynch, Secretary, of the Company is out of the City until March 10th. According to our By-Laws it is necessary for his signature to appear on the contract to make same valid.

It will, therefore, be necessary for us to hold this contract until that time, which we trust will be satisfactory. We are advising the American Surety Company today of this fact and they are writing you that bond will be written by them as soon as Contract is presented to them with the proper signatures of the Cascade Construction Company.

Yours very truly,

CASCADE CONSTRUCTION COMPANY,

By M. A. Conway,
M A Conway
Vice Pres & Gen'l Manager.

MAC/C

117-B

February 21, 1934

Cascade Construction Co.
87 S. E. Main Street
Portland, Oregon

Gentlemen:

For use in connection with the Springfield paving project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Sixth and High Streets, Eugene, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. E. E. Umphlette

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 117- B, Springfield section of the McKenzie Highway, to the Cascade Construction Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

February 1st, 1934

Mr. E. E. Umphlette
Highway Resident Engineer
Eugene, Oregon

Dear Sir:

In our letter of January 29th, requesting that you notify the Bureau of Public Roads when work is started on the Eugene paving job, we referred to the project as NRM 117-B. The copy of contract sent to you gave the job prefix as 20 PE and the Federal Aid Project as NRM 117-B.

This is to advise you that the above prefix and Federal Aid number were used by mistake. The correct designations for the job are: Job Prefix 20 PD and Federal Aid Project No. NRM 161-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ER

cc E. A. Collier

112-32

1178

January 31, 1934

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

This is to advise you that some rather important revisions have been made in the plans and specifications for the proposed paving projects in Marshfield and Springfield, and that these projects are being readvertised for bids to be received on February 15th.

1178

The Springfield Project has been revised to include the resurfacing of the portion of Main Street which lies between Mill Street and Second Street. To offset the cost of this additional resurfacing work, the project is being cut back at the east end approximately 800 feet.

1418

On the Marshfield Project, provision has been made for a leveling course having a minimum thickness of one-half inch and for a wearing surface course having a uniform thickness of one inch. This change was made at the suggestion of the Bureau of Public Roads. A copy of the Bureau's letter in regard to the matter is being enclosed for your information. The amount allocated to the project is being increased to include the extra cost involved.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised P.S.& E. documents for Oregon U.S.Public Works project NRM 117-B, city of Springfield on the McKenzie Highway, have today been recommended for approval. This is your authority for readvertising.

On the revised estimate, dated January 27, we note you have omitted the items of "Filler" and "Filler Haul" for the section from Sta. 53+29.1 to Sta. 62+00. The proposal and plans show quantities for these items on this section. Please include these in the project agreement estimate when submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By LCaufield
L. J. Caufield
Highway Engineer

January 29, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate to accompany plans for the Springfield Section, Project No. NRM 117-B. Five sets of blueprint plans and five bid proposals are being sent under separate cover.

The P. S. & E. papers submitted previously for this project are incorrect due to a change which has been made in the limits of the proposed work; viz., under the revised plans it is proposed to improve an additional section from Sta. 22+50 to Sta. 25+03.9 and to eliminate work proposed under the original plans between Sta. 62+00 to Sta. 70+00.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 117-B

SPRINGFIELD SECTION OF THE

McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 27, 1934

ORIGINAL PROJECT

East Approach to Springfield Bridge
(Sta. 16+86.5 to Sta. 22+50)

60	cu. yds.	Excavation, Single Classification	$ 0.60	$ 36.00
250	sq. yds.	Concrete Sidewalks	1.50	375.00
20	cu. yds.	Top Course Sub-base	1.50	30.00
40	" "	Lower Course Sub-base	2.00	80.00
115	tons	Class "A" Asphaltic Concrete	8.00	920.00
75	"	" "C" " "	8.00	600.00
1,650	sq. yds.	Surface Finish Coat	0.10	165.00
450	lin. ft.	Concrete Curb	0.50	225.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
			Sub-total	$ 2,438.00
			10% Engr. & Cont.	243.80
			Total	$ 2,681.80

Length 0.068 mile

EXTENSION OF PROJECT

46' Roadway (Sta. 22+50 to Sta. 25+03.9)

65	tons	Class "A" Asphaltic Concrete	$ 8.00	$ 520.00
1,300	sq. yds.	Surface Finish Coat	0.10	130.00
			Sub-total	$ 650.00
			10% Engr. & Cont.	65.00
			Total	$ 715.00

Length 0.048 mile

Cost per mile $ 14,895.83

24' Roadway (Sta. 53+29.1 to Sta. 62+00)

190	cu. yds.	Excavation, Single Classification	$ 0.60	$ 114.00
60	yd. mi.	Truck Haul	0.20	12.00
40	cu. yds.	Top Course Sub-base	1.50	60.00
80	" "	Lower Course Sub-base	2.00	160.00
60	tons	Class "A" Asphaltic Concrete	8.00	480.00
85	"	" "C" " "	8.00	680.00
650	sq. yds.	Surface Finish Coat	0.10	65.00
			Sub-total	$ 1,571.00
			10% Engr. & Cont.	157.10
			Total	$ 1,728.10

Length 0.164 mile
Cost per mile $ 10,537.19

National Recovery Municipal Funds Requested:

Original Project (Br. Approach)		$ 2,681.80
Extension,		
	46' Roadway	715.00
	24' "	1,728.10
		$ 5,126.90

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JAN - 1934
OREGON

January 2, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today recommended for approval the plans, specifications and estimate for Oregon U. S. Public Works project NRM 117-B, the Springfield Section of the McKenzie Highway.

This is your authority to advertise the above project.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

We note that sidewalks are specified for a portion of the work covered by the original F. A. project 117-B. While we are recommending these for approval, there is a possibility that construction of such sidewalks may not be consistent with the policy of the Regional Office. Would suggest that no contracts be awarded until the P. S. & E. papers have been approved by the Regional Office.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

December 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Springfield Section, Project No. NRM 117-B.

Under separate cover, we are sending five bid proposals and five sets of blueprint plans.

The original project number 117-B covered only the Springfield Bridge and Earth Approaches, but for the reason that a portion of the proposed new work is on the east approach of the bridge, it seems desirable to extend project number 117-B to include all of the new work. Accordingly, the P. S. & E. papers have been prepared on this basis.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-117-B

SPRINGFIELD SECTION OF THE
McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, December 30, 1933

ORIGINAL PROJECT

East Approach to Springfield Bridge
(Sta. 18+85.5 to Sta. 23+50)

65	cu. yds.	Excavation, Single Classification	$ 0.50	$ 32.50
230	sq. yds.	Concrete Sidewalk	1.35	310.50
21	cu. yds.	Top Course Sub-base	1.50	31.50
45	" "	Lower " " "	1.00	45.00
127	tons	Class "A" Asphaltic Concrete	7.00	889.00
80	"	" "C" " "	7.00	560.00
1,440	sq. yds.	Surface Finish Coat	0.10	144.00
450	lin. ft.	Concrete Curb	0.40	180.00
12	cu. yds.	Filler	0.50	6.00
12	yd. mi.	Hauling Filler	0.20	2.40
		Sub-total		$ 2,200.90
		10% Engr. & Cont.		220.09
		Total		$ 2,420.99

Length 0.068 mile

EXTENSION OF PROJECT

Roadwork (Sta. 53+29.1 to Sta. 70+00)

335	cu. yds.	Excavation, Single Classification	$ 0.50	$ 167.50
100	yd. mi.	Truck Haul	0.20	20.00
79	cu. yds.	Top Course Sub-base	1.50	118.50
157	" "	Lower Course Sub-base	1.00	157.00
103	tons	Class "A" Asphaltic Concrete	7.00	721.00
170	"	" "C" " "	7.00	1,190.00

1,160	sq. yds.	Surface Finish Coat	$ 0.10	$ 116.00
28	cu. yds.	Filler	0.50	14.00
28	yd. mi.	Hauling Filler	0.20	5.60
		Sub-total		$2,509.60
		10% Engr. & Cont.		250.96
		Total		$2,760.56

Length	0.316 mile
Cost per mile	$ 8,735.94

National Recovery Municipal Funds Requested:

Original Project	(Br. Approach)	$ 2,420.99
Extension	(Roadwork)	2,760.56
		$ 5,181.55

CONTRACT #1602,

23-1201 Ontario Rock Production Project
1934

238 L

June 15, 1936

Chester T. Lackey
Ontario, Oregon

Dear Sir:

Your request for an extension of time on Contract 1602 was considered by the State Highway Commission at its meeting held on June 25, 1935, and the following action was taken:

"Chester T. Lackey, contract No. 1602 for furnishing crushed gravel for the Ontario Section of the Old Oregon Trail in Malheur County, requested an additional extension of time from April 1, 1935 to July 1, 1935 in which to complete this work, giving as his reason that he has experienced considerable difficulty in the operation of his plant. The Engineer advised that Mr. Lackey has been unnecessarily long in completing his contract, but the State has not been inconvenienced thereby because he has already furnished the amount of rock that is needed for oiling requirements this year. He further advised that the delay has not increased the cost of engineering supervision to any great extent because no inspector has been retained on the job. He recommended, in view of the circumstances, that the extension requested be granted without penalty. The Commission adopted the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

#1602

2392

August 28, 1935

United Pacific Casualty Insurance Co.,
M. L. Ritchey, Agent,
605 Weatherly Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1602 for the construction of the Ontario Section of the Old Oregon Trail in Malheur County has been completed by the contractor, Chester T. Lackey, and that final settlement will be made by the State with said [illegible] contractor for work done under said contract on or after September 7th, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $8,765.65, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 39—14450—4M—4-34

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT
FOR SURVEYS ONLY

Date August 10, 1935

Job name [illegible]

Week from August 3 to August 10

Mail address Huntington Ore.

Highway Old Oregon Trail

Telegraph or telephone address

County Malheur Job Prefix 23DL

Express and freight address Huntington Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The semi-final estimate on this project was submitted to the Division Office [illegible]

RECEIVED
AUG 12 1935

Signed H. J. Miller

Title Res. Engr.

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage [illegible]*ction to be surveyed* ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

Address .... [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Form 838—5M—2-35

[illegible]ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6, 1935

Section Ontario Rock Production

Kind of work Furnishing Crushed Gravel

Highway Old Oregon Trail

Section prefix 23 D.L

Contractor Chester T. Lackey

Contract number 1602

Date of contract Feb. 15, 1934

Date of completion Aug. 31, 1934

Date work started March 31, 1934

Estimated date of completion July 15, 1935

Amount of contract $ 8700.00

Per cent of time elapsed ......%

Estimated cost of completed project, exclusive of engineering $ 8700

Per cent of contract completed, based on total contract price ......%

Engineering cost to date, $ 800.00 9.2%

Date project was completed ......, 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

67 C.Y. of 1/2"-1/4" material was crushed and stockpiled this week.

Also, 167 C.Y. of 3/4"-1/2" material was restockpiled. This material was taken from the contractors stockpile at the plant and placed at NP area.

RECEIVED
JUL 8 - 1935

Signed H. J. Miller by N. A. Tack

Address Huntington Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6000		
Estimated quantities moved or placed to date			5700		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week			5		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Malheur COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	5						5
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ...,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		No Work
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		No Work Holiday
Friday	Fair		
Saturday	Rain		

#1602

June 5, 1935

Mr. W. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Please be advised that we now have the consent of surety on the Chester T. Lackey Contract No. 1602 - Ontario Rock Production Project, for an extension of time to July 1, 1935.

Will you kindly advise of your recommendation so that the application can be presented to the Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

500 2-38
COMMISSIONERS
ESLIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 2, 1935

RECEIVED
MAY

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

With reference to your letter of April 30 concerning extension of time on your Ontario Rock Production Contract:

You will please address another letter to the Oregon State Highway Commission, attention Mr. H. B. Glaisyer, requesting an extension of time until July 1, 1935 instead of June 1. This letter must be accompanied by written consent of your surety company to the extension requested.

As soon as you have made this application to Mr. Glaisyer, I will recommend the granting of an extension of time up until July 1.

Very truly yours,

WCWillia

W. C. WILLIAMS
Division Engineer

WCW:MA

cc H. B. Glaisyer

April 22, 1935

Mr. Chester T. Lamboy,
Ontario, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of April 17th requesting an extension of time to June 1st on your contract No. 1602 - Ontario Rock Production Project.

Please be advised that your application cannot be accepted and acted upon by the Highway Commission until you have furnished the written consent of your surety on the bond furnished in connection with the contract. Please secure the consent of surety and forward it to this office to accompany your application.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

Dict. by J. McFarland.

cc to W. C. Williams.

April 22, 1935

Mr. W. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

We hand you herewith copy of a letter from C. T. Lackey requesting an extension of time to June 1st on his contract No. 1602 - Ontario Rock Production Project in Malheur County.

The original date of completion of this contract was August 31, 1934. The time limit was extended to April 1, 1935, without penalty.

Please advise of your recommendations.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1602

MERCIAL SAND
AND GRAVEL

WASHED SAND AND
CRUSHED ROCK

C. T. LACKEY
CONTRACTOR
PHONE 253-W
Ontario, Oregon

April 17, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs;

I am ashamed to have to ask for another extension of time on my Ontario Rock Production Contract No. 1602 but I have been unable to secure the proper kind of crusher to make any quanity of one-half inch rock. I have tried three different crushers and while each of them would do very well crushing rock to three-quatere inch they will not work successfully making one-half inch material.

I have talked to all the crushing contractors I can and taken the matter up with Machinery Companys and the general opinion among them is that the late type of crushing rolls is the most practicable machine for this purpose.

I have just secured a set of rolls that I am going to install in place of a Gyratory Crusher that I put in a month ago. I kept this Gyratory running steadily last month and while a lot of rock went through it the proportion of one-half inch was small.

I have put approximately $6000.00 into equipment since I started on this contract and felt that I would be able to finish this contract before this time. However I want to learn what is the most efficient and practical means of making this class of rock as I hope to have more jobs of this kind.

I haven't been financially able to buy very much expensive machinery but I believe that I now have adequite equipment for this work and am able to finish this contract. I have tried hard on this job and have made rather expensive mistakes trying the wrong type crushers.

I will appreciate it very much if you will extend this until June 1, 1935 and I will try hard to finish sooner.

Yours truly,

Chester T. Lackey,

Chester T. Lackey.

REFERRED TO
H G Smith
By State Highway Engineer

Please handle in regular way

UNITED PACIFIC CASUALTY INSURANCE COMPANY

EXCHANGE BUILDING — PHONE ELLIOTT 6080
Seattle, Washington

April 25, 1935

Highway Commission,
State of Oregon,
Salem, Oregon

RECEI
APR 2

Re: Bond No. 10216
Contract No. 1602
Chester T. Lackey to
State of Oregon
Rock Production Project
Weiser-Nyssa Sec. Old Oregon
Trail, Malheur County, Oregon

Gentlemen:

We, as surety, on the above captioned bond, hereby consent to an extension of time for completion of said contract to June 1, 1935, as requested by the contractor, Chester L. Lackey of Ontario, Oregon.

Very truly yours,

UNITED PACIFIC CASUALTY INSURANCE COMPANY

By: Robert E. Tenney
Robert E. Tenney - Attorney-in-Fact.

RET:S

FORM 5-M-1 20039 500 3-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Comm [illegible]
[illegible]
Extension of time

3.30

April 29, 1935

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 30
OREGON
STATE HIGHWAY COMMISSION

Mr. Chester T. Lackey
Contractor
Ontario, Oregon

Dear Sir:

With reference to your request for extension of time on contract number 1602 to June 1, 1935:

At your present rate of progress, I can not understand how you expect to finish this contract by June 1, and if said contract is not finished at that time, it will be necessary to secure a further extension of time.

I suggest that you make a close check as to the probable time you will complete this work and request an extension of time until that date. In my estimation, you will not complete this work before July 1, 1935 and, therefore, it appears to me that you should at this time request an extension of time until that date rather than for June 1 and then have to secure an additional extension.

I will await a reply to this letter before submitting my recommendations to the Oregon State Highway Commission covering your request for additional extension of time.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:MA

cc H. B. Glaisyer

#1602

23DL

March 14, 1935

United Pacific Casualty Insurance Co.
Exchange Building
Seattle, Washington

Attention: Robert E. Tenney,
Attorney-in-Fact

Gentlemen:

This acknowledges receipt of your letter of March 11 consenting to the assignment made by Chester T. Lackey to the Ontario National Bank of all monies due or to become due him in connection with State Highway Contract No. 1602 covering the furnishing of crushed gravel for the Ontario Section of the Old Oregon Trail in Malheur County. This also acknowledges receipt of the copy of the Power of Attorney which you forwarded with your letter.

The assignment now appears to be in proper form and we will see that future payments due Mr. Lackey in connection with the above-mentioned job are made direct to the Ontario National Bank in accordance with the assignment provisions.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:mC Secretary

cc - Chester T. Lackey
Ontario, Oregon

Ontario National Bank,
Ontario, Oregon

March 2, 1935

Ontario National Bank
Ontario, Oregon

Attention: Mr. Iras C. Nelson

Dear Sir:

This acknowledges receipt of your letter of February 28th forwarding duplicate copies of the assignment of claim to the Ontario National Bank of all monies due or to become due Chester T. Lackey in connection with his contract with the State Highway Commission for furnishing crushed gravel for the Ontario Section of the Old Oregon Trail in Malheur County, contract No. 1602, together with a letter from the United Pacific Casualty Insurance Company consenting to the assignment of an earned estimate in the amount of $1,600.00.

Inspection of the assignment form reveals it to be executed properly, however, the consent of the surety does not meet with our requirements. In the first place, we have no evidence that Mr. Robert E. Tenney has authority to bind the United Pacific Casualty Insurance Company in this matter. The letter should be signed by an official who is authorized to bind the company in connection with this job in the State of Oregon, and preferably the corporate seal of the company should be affixed to the letter. Furthermore, we note that Mr. Tenney has consented to the assignment of an earned estimate in the amount of only $1,600.00 whereas the assignment is for all monies due or to become due the contractor in connection with this job.

If you will kindly furnish us with the surety's consent in accordance with the above, we will be pleased to honor the assignment, but regret to advise that we can not do so until the consent of surety is in a form which meets our requirements.

Very truly yours,

HBC:OG

Secretary

cc Chester T. Lackey
cc United Pacific Casualty Insurance Co.
Exchange Building
Seattle, Washington

9348

Ontario National Bank

CRAWFORD MOORE, PRESIDENT
J W CUNNINGHAM, VICE PRESIDENT
JOE F DYER, CASHIER
IRAL C NELSON ASSISTANT CASHIER

ONTARIO, OREGON,

February 28, 1935

Oregon State Highway Department
Salem, Oregon

Gentlemen:

In accordance with your letter of February 23rd addressed to Chester T. Lackey, we are enclosing herewith two copies of assignment of claim duly executed by him together with written consent of the United Pacific Casualty Insurance Company.

Very truly yours,

Iral C Nelson
Assistant Cashier

ICN B

UNITED PACIFIC CASUALTY
INSURANCE COMPANY

EXCHANGE BUILDING — PHONE ELLIOTT 6060
Seattle, Washington

February 26, 1935

State Highway Department,
Salem, Oregon

RE: Bond No. 10216
Chester T. Lackey
to State of Oregon

Gentlemen:

We have been requested by Mr. Chester T. Lackey, principal in the captioned bond to consent to an assignment of an earned estimate in the amount of $1600.00 to the Ontario National Bank at Ontario, Oregon, and this is to advise that we hereby consent to an assignment in that amount.

Very truly yours,

Robert E Tenney

Robert E. Tenney
Assistant Manager - Surety Department

RET:S

HIS POWER OF ATTORNEY LIMITS THE T OF THOSE NAMED THEREIN TO THE BONDS AND NDERTAKINGS SPECIFICALLY NAMED THEREIN, AND THEY HAVE NO A ORITY TO BIND THE COMPANY EXCEPT IN TH MANNER AND TO THE EXTENT THEREIN STATED.

POWER OF ATTORNEY

United Pacific Casualty Insurance Company

HOME OFFICE: SEATTLE, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED PACIFIC CASUALTY INSURANCE COMPANY, a corporation of the State of Washington, having its principal offices in the City of Seattle, Washington, pursuant to the authority granted by Article IV, Section 8, of its By-Laws, which reads as follows:

"The President, or any Vice-President, of this Corporation, in concurrence with the Secretary, or any Assistant Secretary, shall have authority to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorney-in-Fact, as the business of the Company may require, and to authorize them, and each of them, to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases or mortgages, contracts, agreements and policies, and to affix the seal of this corporation there to, or to exercise any lesser number of the powers hereinbefore set forth."

does hereby nominate, constitute and appoint ROBERT E. [illegible], of Seattle, Washington

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed any and all bonds and undertakings of suretyship.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly-elected officers of the Company at its office in Seattle, Washington, in their own proper persons.

IN WITNESS WHEREOF, the UNITED PACIFIC CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed, duly attested by its Asst. Secretary, this 19th day of January, A. D. 1935.

(Seal)

UNITED PACIFIC CASUALTY INSURANCE COMPANY

Attest: H. L. Baird
Asst. Secretary.

By Thomas G. Hammond
Vice. President.

STATE OF WASHINGTON,]
] ss.
County of King.]

On this 19th day of January A. D. 19 35, before me personally came Thomas G. Hammond, to me known, who, being by me duly sworn, did depose and say, that he resides in the city of Seattle, Wash.; that he is the Vice President of the UNITED PACIFIC CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the board of Directors of said corporation, and that he signed his name thereto by like order.

(Seal)

Albert McCarthy
Notary Public
In and for the State of Washington,
Residing at Seattle, Wash.

STATE OF WASHINGTON,]
] ss.
County of King.]

I, H. L. Baird, Asst Secretary of the UNITED PACIFIC CASUALTY INSURANCE COMPANY, do hereby certify that the aforegoing is a true copy of Article IV, Section 8, of the By-Laws of said Company, and is now in force; and I do hereby certify that the above and foregoing Power of Attorney is a true and correct copy of a Power of Attorney, executed by said UNITED PACIFIC CASUALTY INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Seattle, this 11th day of March A.D. 19 35

H. L. Baird
Asst. Secretary.

B-1027 250 5-34

#1602

23BL

February 23, 1935

Mr. Chester T. Lackey, Contractor
Ontario, Oregon

Dear Sir:

With reference to your letter of February 20th, concerning the assignment of future estimates in connection with your contract with the State Highway Commission for the Ontario Rock Production Project.

We will have no objections to your assigning the balance of the monies due you on this job, to the Ontario National Bank provided we are furnished with the written consent of the surety on your bond to such assignment.

For your convenience I am enclosing in ~~quadruplicate~~ triplicate our standard assignment form. Please sign this before two witnesses and return two copies to this office, together with the surety's consent.

Very truly yours,

RBC:OG

Secretary.

cc Carl Smith

MMERCIAL SAND
AND GRAVEL

WASHED SAND AND
CRUSHED ROCK

C. T. LACKEY
CONTRACTOR
PHONE 253-W
Ontario, Oregon

RECEIVED
FEB 2[illegible]
OREGON
COMMISSION

Feb. 20, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs;

I am writing you to request permission to make an assignment of future estimate payments on my Ontario Rock Production Project Contract No. 1602 to the Ontario National Bank in the amount of $1000.00

I have had to install an extra crusher and a hoist and drag scraper to finish the half-inch rock on my contract and want to make this assignment to the Bank to secure sufficient funds to meet current expenses such as labor, power, etc. in finishing this contract.

I am writing my Bonding Company asking their consent to such an assignment. If they send their consent and you will give your permission I will appreciate it very much as it will enable me to finish this contract sooner.

Yours truly,

Chester T. Lackey.

Copy to W. C. Williams.

December 5, 1934

23 BL

Mr. F. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

We hand you herewith copy of a letter from the United Pacific Indemnity Insurance Company, surety on the bond furnished by Chester T. Lackey in connection with his contract No. 1602, Ontario Rock Production Project in Malheur County, consenting to an extension of time to April 1, 1935.

The original date of completion of this contract was August 31, 1934. On August 26th Mr. Lackey submitted his application for an extension of time to November 15th. Due to the fact that he did not furnish us with the consent of his surety this application has never been acted upon by the Highway Commission.

If you have Mr. Lackey's application in your office for an extension of time to April 1, 1935, will you kindly forward it to this office with your recommendation.

Very truly yours,

Secretary.

Dict. by J. McFarland.

October 18, 1934

Mr. W. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Please be advised that the time limit on the S. H. Newell & Company Contract No. 1539 - Jackson Creek-McDermitt Section, expired on September 1st.

It is also noted that the time limit on the above firms contract No. 1612 - Blue Mountain Pass-Jackson Creek Section, expired on October 1, 1934.

If either of the above contracts should be extended, please advise the contractor and forward us your recommendation.

We have not yet received the consent of surety to the application of Chester T. Lackey for an extension of time to November 15th on his contract No. 1602 - Ontario Rock Production Project.

Very truly yours,

Secretary.

Dict. by J. McFarland.

September 12, 1934

Mr. Chester T. Lackey,
Ontario, Oregon.

Dear Sir:

Reference is made to your letter of August 25th in which application is made for an extension of time on your Contract No. 1603 - Ontario Rock Production Project in Malheur County.

Please be advised that your application for extension of time on this contract cannot be accepted and acted upon by the Highway Commission until we receive the written consent of your surety on the bond furnished in connection with the contract. Kindly secure the consent of surety and forward it to this office to accompany your application.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to W. C. Williams.

HAIRMAN, PORTLAND
BURNE, EUGENE
RICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Sir:

With reference to the application of C. T. Lackey of Ontario, for an extension of time on his contract for crushing materials on the Ontario Rock Production Project.

Mr. Lackey submitted an extremely low bid on this work on the supposition that he could furnish this material in connection with his regular activities of crushing material for his commercial plant. Due to furnishing other materials during the time this project has been under way, Mr. Lackey has not made the progress he anticipated. Mr. Lackey, however, furnished all materials required for this season's work, therefore the traveling public has in no way been inconvenienced. Periodical inspections of the material are made by the resident engineer in charge, and no inspector is required for the work. Therefore the engineering costs will be nominal. It is therefore my recommendation that Mr. Lackey be granted an extension of time to November 15th without penalty.

Very truly yours,

W C Williams

WCW:OG

Division Engineer.

-34
SIONERS
M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON
August 31, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

You recently requested the State Highway Commission to grant you an extension of time on your contract #1602, Ontario Rock Production Project.

Kindly advise this office at your earliest conveniance the length of time extension necessary to complete your work.

Very truly yours,

W C Williams
Division Engineer.

[illegible]:GG

cc H. B. Glaisyer

August 29, 1934

Mr. Chester T. Lackey,
Ontario, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 25th requesting an extension of time on your contract No. 1608 - Ontario Section of the Old Oregon Trail in Malheur County.

Please be advised that before your application for an extension of time can be accepted and acted upon by the Highway Commission it will be necessary to have the written consent of your surety on the bond furnished in connection with the contract. Please secure the consent of surety and forward it to this office to accompany your application.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to W. C. Williams.

Mr. Williams:

Copy of Mr. Lackeys letter is attached hereto. Please advise of your recommendation.

H. B. Glaisyer.

IAL SAND
ND GRAVEL

WASHED SAND AND
CRUSHED ROCK

C. T. LACKEY
CONTRACTOR
PHONE 253-W
Ontario, Oregon

August 25, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs;

I am writing to ask you for an extension of time on my Contract No. 1602, Ontario Rock Production Project.

In April I crushed the rock for Purchase Order H.D. No. 8826 so it could be used at the time the oiling crew was here, placing it ahead of work on my Contract as per request.

My other reason for needing this extension is that I am finding it difficult to get the required amount of one-half inch material.

If you need this material at once I will make every effort to rush it even though the extra expense is greater than the profits on the job justify. If not I will greatly appreciate an extension of time.

This is my first Contract with you and I want to make good on it in every way both with you and the Bonding Company.

Yours truly,

Chester T Lackey.

[illegible]

FORM 5-M-1 15718 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

NOTED
State Highway Engineer

December 14, 1934

IN REPLY PLEASE REFER TO FILE NO. 23PL

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. B. Glaisyer:

Dear Sir:

I am inclosing herewith a request from Chester T. Lackey for an extension of time until April 1, 1935 on his contract No. 1602, Ontario Rock Production Project in Malheur County. The United Pacific Casualty Insurance Company, surety on the bond furnished by Chester T. Lackey, have previously given their consent to the extension of time.

Time limit on contract 1602 expired August 31, 1934, and at the rate materials were being manufactured by Mr. Lackey it appears that he will need all of the time until April 1, 1935 to complete his contract. However, all rock that was required for 1934 oiling work was furnished by Mr. Lackey and the rock he is producing now is for future work, so that his not finishing his contract on time has not resulted in any inconvenience to the traveling public or to the State Highway Commission. Owing to the fact that no inspector is retained on the job, periodical inspection of the materials is being made by a resident engineer only, so there is no additional engineering cost placed upon the highway department. For these reasons, it is my recommendation that Mr. Lackey be granted the extension of time until April 1, 1935 without any penalty.

Yours very truly

WCWilliams

Division Engineer

WCW:BH

cc Mr. R. H. Baldock

Incl.

your own file.

A 338—5M—2-34

EG STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 1, 1934

Section Ontario

Kind of work Furnishing Crushed Gravel

Highway Old Oregon Trail

Section prefix 23 DL

Contractor Chester T. Lackey

Contract number 1602

Date of contract Feb 15, 1934

Date of completion Aug 31, 1934

Date work started March 31, 1934

Estimated date of completion Oct 31, 1934

Amount of contract $ 8700.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 8700.00

Per cent of contract completed, based on total contract price %

Engineering costs to date, $ 430.00, %

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor produced 140 yards of crushed gravel this week.
Two days time was lost.
An average of 9 men worked.
The weather has been fair and hot except for rain Friday.

RECEIVED
SEP 4 - 1934
OFFICE OF

Signed H. J. Miller

Address Huntington Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6000		
Estimated quantities moved or placed to date			3876		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			5		
Average force on project for week			9		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Whitman COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	8					1	9
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., 2 Teams ...., 2-1½ Ton Trucks. ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair & Hot.		
Monday	"	5	Loading car of sand.
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Rain.	5	Rain
Saturday	Fair.	10	Laid off.

#1602

23-DL

June 4, 1934

Mr. Robert E. Tenney,
Fidelity & Surety Department
United Pacific Casualty Ins. Co.
Exchange Building
Seattle, Washington

Dear Sir:

This acknowledges receipt of your letter of June 2 consenting to the assignment by Chester T. Lackey to Earl Blackaby of the total amount of his first estimate in connection with his contract with the Oregon State Highway Commission for the Ontario Rock Production Project on the Weiser-Nyssa Section of the Old Oregon Trail.

The amount of this first estimate is $1630.60 and not $1030.60 as stated in our letter of May 22, 1934. Please pardon this mistake on our part.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

May 22, 1934

United Pacific Casualty Ins. Co.
Exchange Building
Seattle, Washington

Attention: Robert E. Tenney
Fidelity & Surety Department

Gentlemen:

This acknowledges receipt of your letter of May 21 consenting to the assignment in the amount of $525.00 out of Chester T. Lackey's first estimate in connection with his contract with the Oregon State Highway Commission for the Ontario rock production project, said assignment being in favor of Earl Blackaby, Ontario, Oregon.

Since sending Mr. Lackey our standard assignment form to be executed we found that the amount of this first estimate is $1030.60. The amount of the assignment, therefore, must be in the exact amount of the estimate as it is strictly contrary to our policy and the rules and regulations of the Secretary of State to split an estimate warrant. With your consent, therefore, we will change the amount of the assignment from $525.00 to $1030.60.

Please advise me by return mail if this will be satisfactory in order that we may expedite payment of this estimate.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

cc - Chester T. Lackey
Ontario, Oregon

Mr. Earl Blackaby
Ontario, Oregon

Mr. Lackey)
Mr. Blackaby:)

Please advise immediately if you approve assignment of the full amount of this estimate.

H. B. Glaisyer

UNITED

UNITED PACIFIC CASUALTY
INSURANCE COMPANY

EXCHANGE BUILDING — PHONE ELLIOTT 6080
Seattle, Washington

May 21, 1934.

State Highway Department
Salem, Oregon

Gentlemen:

Re: Bond #10216 - Chester T. Lackey to
State of Oregon - $8700.00 - Ontario
Rock production project - Weiser-Nyssa
Section, Old Oregon Trail, Malheur County

We are in receipt of a letter from Earl Blackaby of Ontario, Oregon requesting that we consent to an assignment in the amount of $525.00 out of Mr. Chester T. Lackey's first estimate in connection with the captioned project.

This is to advise you that we hereby consent to an assignment in the above amount.

Very truly yours,

Robert E. Tenney
Robert E. Tenney
Fidelity & Surety Department

RET:MM

OTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 21, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Chester T. Lackey
Ontario, Oregon.

Dear Sir:

I am herewith forwarding for your signature before a notary public our voucher in your favor for $1,630.60 covering estimate 1, contract 1602.

We have today received your assignment of this amount in favor of Earl Blackaby, Ontario, Oregon. This assignment cannot, of course, take effect until we have received the written consent of the Surety Company and this matter we understand is under consideration at the present time. In the meantime in order to save time on the payment, I am requesting that you sign the attached voucher and when it is returned, properly signed before a notary public, and when the surety's consent to the assignment is received, the voucher will be passed to the Commission for their approval.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer.

By Carl F. Smith
Auditor.

CFS:L
✓ cc H. B. Glaisyer, Secretary
Office.

NOTED
H. B. GLAISYER

May 21, 1934

Mr. Earl Blackaby
Ontario, Oregon

Dear Sir:

This acknowledges receipt of your letter of May 17 returning, in duplicate, assignment of estimate No. 1 on Contract No. 1602 by Chester T. Lackey.

We shall be pleased to honor this assignment upon receipt of written consent of the surety company, as previously explained.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

MAY 21 34

AYOR
ABY, TREASURER
EST, RECORDER
C. FARMER, MARSHAL
C. F. TROW, WATER SUPT. AND
STREET COMMISSIONER
M. A. BIGGS, CITY ATTORNEY

OFFICE OF
CITY TREASURER

City of Ontario

Ontario, Oregon

CITY COUNCIL
K. A. ALLEN
EARL BULL
O. M. CASTLEMAN
L. J. KINNEY
W. J. WEESE

May 17,1934

Oregon State Highwa y Department,
Salem,Ore.

Gentlemen:-

Attention : H.B.Glaisyer

Complying with instructions contained in your letter of the 14th, I have had Mr. Lackey sign the regular form Assignment of Claim as used in your office, and am enclosing two of them herewith.

I have also written the United Pacific Casulaty Ins..Co to give their consent to this assignment. I trust that this will be done at once so there will be no delay in filing the assignment, as we do not want any delay in receiving payment.Mr. Lackey is under quite a heavy expense,and this first estimate is important to him.

Your assistance in handling this matter is appreciated.

Very truly yours,

Earl Blackaby

Earl Blackaby,
Ontario,Ore.

#1602

23 Al

May 14, 1934

Mr. Earl Blackaby
Ontario
Oregon

Dear Sir:

This will acknowledge receipt of your letter of May 12 inclosing two copies of an assignment given to you by Chester T. Lackey whereby Mr. Lackey assigns to you the moneys due him from the State Highway Commission on estimate #1 in connection with his contract with the State for furnishing crushed gravel for the Ontario Section of the Old Oregon Trail in Malheur County.

It is true that occasionally the Commission consents to such assignment of funds, however, the assignment must be submitted on our standard form and must be accompanied by the consent of the surety on the bond furnished by the contractor in connection with the particular project for which the funds are begin assigned.

I have prepared, on our standard form, and inclose assignment of estimate #1. Please have this signed by Mr. Lackey before two witnesses and return two copies to this office. Also please furnish us with a letter from the United Pacific Casualty Insurance Company, surety on Mr. Lackey's bond, consenting to said assignment. The agent for said surety is M. L. Ritchey, 605 Weatherly Building, Portland.

Pending receipt of the assignment, I have instructed our Auditor to withhold payment of this particular estimate.

Yours very truly

Secretary

HBG:jn
c.c. Auditor

c.c. Mr. Chester T. Lackey
Ontario, Oregon

Earl Blackaby
FIRE INSURANCE, INVESTMENTS,
SURETY BONDS, LOANS

ONTARIO, OREGON,

May 12,1934

State Highway Department,
Salem,Ore.

Gentlemen:-

I am advancing some expense money for Chester T.Lackey on Contract No 1602, Ontario Rock Production, on which the May 10th estimate shows gross of $1918.35, with net return after deducting the 15%, of $1630.60.

Mr. Lackey and Mr. Williams informs me that you are willing to accept Assignments to assist in financing such contracts, so I am enclosing two signed copies of an Assignment protecting me on the advances I am making. So far Mr. Lackey has not had an estimate on this work, and needs money badly to handle this and the material being furnished on direct orders.

If you can send me a signed asseptance on one of the blanks attached, I will be able to help him to keep out of trouble until your pay checks arrive.

Very truly yours,

Earl Blackaby.

Earl Blackaby
FIRE INSURANCE, INVESTMENTS,
SURETY BONDS, LOANS

ONTARIO, OREGON,

May 12,1934

ASSIGNMENT

For value received I hereby assign and transfer to Earl Blackaby,Ontario,Oregon the money due me from the State Highway Department on Estimate No 1, due May 10th 1934 on Contract No 1602 Ontario Rock Production. This estimate covers 1323 yards @ $1.45, and net return is set at $1630.60.

It is agreed and understood that payment by the Oregon Highway Commission to said Earl Blackaby of the amount due me on this estimate will be the same as if paid direct to me and such payment will be applied on the contract #1602.

Witness
DE Nicholson

Chester T. Lackey
signed

Acceptance of Assignment

Salem,Ore.
May 1934.

The State Highway Department has received the above Assignment of $1630.60, which is due Chester T.Lackey under estimate of May 10,1934 on Contract No 1602,Ontario Rock Production, and will send payment to Earl Blackaby,Ontario Oregon as instructed.

____

Earl Blackaby
FIRE INSURANCE, INVESTMENTS,
SURETY BONDS, LOANS

ONTARIO, OREGON,

May 12,1934

ASSIGNMENT

For value received I hereby assign and transfer to Earl Blackaby,Ontario,Oregon the money due me from the State Highway Department on Estimate No 1, due May 10th 1934 on Contract No 1602 Ontario Rock Production. This estimate covers 1323 yards @ $1.45, and net return is set at $1630.60.

It is agreed and understood that payment by the Oregon Highway Commission to said Earl Blackaby of the amount due me on this estimate will be the same as if paid direct to me and such payment will be applied on the contract #1602.

Witness
D E Nicholson

Chester T Lackey
signed

Acceptance of Assignment

Salem,Ore.
May 1934.

The State Hiway Department has received the above Assignment of $1630.60, which is due Chester T.Lackey under estimate of May 10,1934 on Contract No 1602,Ontario Rock Production, and will send payment to Earl Blackaby,Ontario Oregon as instructed.

23 d

March 14, 1934

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

We are sending to you today, by express, one copy of State Highway Contract No. 1602 which was awarded to you on February 15th for furnishing crushed rock on the Ontario Section of the Old Oregon Trail in Malheur County. This copy is sent to you for your records and files.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

23dl

February 23, 1934

Chester T. Lackey
Ontario, Oregon

Dear Sir:

For use in connection with the Ontario rock production project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work. The instructions are the same that apply to construction projects financed with NRA funds.

The application for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Wilsca Building, Ontario, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. C. Williams
Mr. H. J. Miller

23dl

February 23, 1934

Mr. Chester T. Lackey
Ontario
Oregon

Dear Sir:

This letter is to inform you that information has been received in this office from the State Industrial Accident Commission to the effect that you are in default with that Commission in the sum of $8.48 on account of contributions accruing on your payroll to September 30, 1932, and until this default balance is paid, your injured employes will have the option of taking compensation from the industrial accident fund or bringing suit against you.

It is one of the strict requirements of the State Highway Commission that all successful bidders on state highway construction accept the provisions of the Oregon Workmen's Compensation Act and carry on their work in strict compliance with the provisions thereof, which includes the actual payment of contributions due the state industrial accident fund.

It is evident from the above that you are not now in good standing with the State Industrial Accident Commission; therefore, we would suggest suggest that you pay this small amount that is due that Commission.

Very truly yours

Secretary

HBG:AJ

FORM S-M-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

112-4a

23-120

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 8, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing sketch map, estimate of cost and special provisions for the Haines-Pleasant Valley and Payette Spur-Ontario-Nyssa Maintenance Material Projects.

It is my intention to crush gravel for the Baker Project from the old fair grounds pit which was used by Dunn & Baker. We have a lease from the Pollman Estate to purchase gravel from this pit for 5¢ per cubic yard.

On the Ontario Project I plan to use the gravel pit near the Malheur River bridge, but also wish to state in the special provisions that other pits would be accepted in order to permit the Ontario Commercial Plant which is owned by C. T. Lackey, to submit a bid.

I do not believe it advisable on either project tu specify that the material must be crushed from screened material. There is to be only a very small amount of 1½"-3/4" material crushed on each project and this material will be used almost entirely in plant patching work, and for this type of material it is not so important that the stone be fractured on all sides. The material we have purchased in past from the Ontario plant has been entirely satisfactory and this material was crushed from pit-run gravel without screening. It is my belief that the price would be increased at least 30¢ per bubic yard if we stipulated the material be crushed from 2" size and up. I do not consider this necessary for maintenance aggregate.

NOTED
State Highway Engineer

Very truly yours,

WC Williams

Division Engineer.

CW:CG
Encls.
cc R. H. Baldock.

CONTRACT# 1603,

NRM 38-B East Pendleton Sec. 1934

1603

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 25, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of five copies of revised project statement sketch map for Oregon F.A.P. 38 (Revised), covering the revision in length by the elimination of a section at the west end of the project.

It is our understanding that a further revision will be necessary in connection with the proposed overhead construction at the east end of Pendleton and would suggest that the revised sketch map include both revisions so that they may both be approved at the same time.

No further action on this project statement revision will be taken pending further advice from you.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Tgm

FORM 8-M-1 14880 500 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

37 B

-4 E

October 23, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

I am enclosing estimate of cost and special provisions for the east Pendleton project, Old Oregon Trail in Umatilla County.

You will note in the special provisions while I have designated type O-11 oil mat wearing surface for the Pendleton-Cold Springs approach, I have not designated a type of bituminous macadam to be constructed on the Old Oregon Trail proper. The amounts of aggregate and asphalt are computed for a B-12 specification, but I do not wish to use a B-12 specification if permission can be secured for a B-3 specification. Our experience in this division is that the smoothest riding surface that can ordinarily be obtained on B-12 is about 40 inches of roughness per mile, this particular section being the Huntington-Snake River slides constructed under the supervision of W. J. Walsh. Other sections run from 40 to 80 inches of roughness per mile. On the other hand, we have constructed B-2 and type O-11 specifications that average well below 10 inches of roughness per mile; and therefore, if the Bureau will approve, I recommend that a B-3 specification be used on the east Pendleton section. Whichever of the two types you select, kindly have inserted the standard specifications for the same.

I am not furnishing estimate of cost or any special provisions in connection with the two bridges to be constructed, the one bridge across the Umatilla River and one across Nelson Canyon Creek. Vicinity maps and all necessary information with these structures has been furnished to the bridge department.

In the special provisions for clearing and grubbing I have stated that such clearing and grubbing should include the removal of any buildings on the right of way. My reason for including this provision is to take care of the demolishing and removal of the old

FORM 3-M-1 14880 800 8-36

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Old Oregon Trail, East Pendleton Section

concrete slaughter house located on the center line. Were it not for the removal of this building and other smaller buildings, the estimated cost of clearing and grubbing would be only about $300.00. It is my plan to use the materials secured from the concrete slaughter house as a sort of bank protection along the Umatilla River.

Yours very truly

W.C.Williams

Division Engineer

WCW:BH

Encl.

cc Mr. Baldock ✓

#1603

October 15, 1934

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1603 for the construction of the East Pendleton Section of the Old Oregon Trail in Umatilla County has been completed by the contractors, Northwest Roads Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after October 25, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $4,554.51 including the final payment. Of this amount $25.14 was for force account work.

Very truly yours,

Secretary.

Dict/by J. McFarland.

FORM 5-M-1 14280 500 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 22, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing semi-final estimate on the West Pendleton NRM project, contract No. 1603, all work on this contract being satisfactorily completed by The Northwest Roads Company on September 10, 1934.

By express there is being forwarded one material receipt book in support of the semi-final estimate.

Completed quantities check very closely with the estimated quantities although slightly under due to the additional 10% allowance in the estimate which was not required in the completed work.

Cutback asphalt was used on this project for the final seal in lieu of tar, and a much more satisfactory job resulted. In computing payment for the asphalt the actual gallons of asphalt used were paid for on a basis of an equal amount of tar in order that the contractor would receive the same compensation for the cutback seal that he would have received had he used tar.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OG
Encl.

cc R. H. Baldock

FORM 5-M-1 14260 300 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 29, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing price agreement covering the use of cut back asphalt for final seal coat in lieu of tar on the East Pendleton M&M Project, contract #1632.

Due to the necessity of allowing bituminous macadam to properly cure, the final seal could not be placed for some considerable time, and it was not practical to hold a sufficient amount of tar for the final seal. Cutback asphalt will be hauled from Meacham to seal the Pendleton Project.

Additional project authorization will not be required.

Very truly yours,

WCWilliams

Division Engineer.

WCW:DG
Encl.

cc R. H. Baldock

FORM S-M-1 13081 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

78 B

July 21, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. [illegible] C. Smith:

Dear Sir:

I am inclosing extra work order No. 1 on the Pendleton RM project, contract No. 1603, covering the adjusting of man holes and street drains to conform with the new grade lines. Additional project authorization will not be necessary.

Very truly yours,

W C Williams

WCW:V Division Engineer.

Incls.

cc Mr. Baldock.

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

POST OFFICE BUILDING
PORTLAND, OREG.

FILE No. Ore. NRM 38-B

June 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Kon

Hypr 19784

Form P. R. 2

State Oregon

U. S. Public Works Project No. NRM 38, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

RECEIVED
MAY 1 - 1934
OREGON
[illegible] COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 21st day of December, 1933, a revised project statement, which was approved by the Secretary on the 8th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, one hundred sixty-two and 85/100 dollars ($5,162.85) as the share of the United States payable under said act on account of Section B of said project, which d[illegible] is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **Under provisions of the National Industrial Recovery Act.**
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 1352+04 on Court Street at the east boundary line of Transit Street in Pendleton, and survey station 1373+65 on Court Street at the east corporate limits of Pendleton,**

, length **0.409 of a** miles/in **Umatilla** County, being Section **B** of **Oregon U.S. Public Works** project No. **NRM 38**, consisting of **0.409 of a** miles/of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, **known** ~~of a mile in length~~ **locally as Court Street in the city of Pendleton, an official control point on Federal Aid Route No. 1.**

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of five thousand, one hundred sixty-two and 85/100 dollars ($5,162.85), certified to the Secretary of the Treasury as above mentioned, which [illegible]

[illegible] is [illegible] the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927, and Chap. 240, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~[illegible]~~.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By

Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. NRM 38-B, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 5,162.85 as the total estimated cost of said project, and the sum of $ 5,162.85 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ ~~[illegible]~~ is said total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture.~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

By ______
Acting Chief, Bureau of Public Roads.

1-18-34

73-B

April 9, 1934

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

We are today forwarding for your records and files an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of bituminous macadam on the East Pendleton Section of the Old Oregon Trail in Umatilla County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

TELEPHONE TABOR 2062

NORTHWEST ROADS COMPANY

CRAIG & WARREN ROADS
PORTLAND.

P. O. BOX 5072
OREGON

9-13

April 6th, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Attention H. B. Glaisyer, Secretary.

Gentlemen:

We have your letter of April 3rd which makes inquiry regarding the authority of A. M. Eppling, Ass't. Secretary, to obligate Northwest Roads Company on contracts.

We quote below from Article VII, subject OFFICERS, paragraph 1 of BY-LAWS of NORTHWEST ROADS COMPANY as of Feb. 21, 1929.

"The Officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, an Assistant Secretary, a Treasurer, an Assistant Treasurer, a General Manager and an Assistant General Manager, who shall be elected by the Directors at their first meeting after the Annual Meeting of the stockholders. They shall hold office for one year unless otherwise provided in the Charter and until their successors are elected and qualified. The President shall be elected from among the Directors. Officers nned not be stockholders."

We also quote Article VIII, subject, DIVIDENDS AND FINANCES, paragraph 3 of the above mentioned BY-LAWS.

"Contracts, bonds in connection therewith and proposals for the work to be done by the Company and for materials, supplies and general purchases for the Company may be made and signed by the President, any one of the Vice-Presidents, the General Manager or the Assistant General Manager, The Treasurer or an Assistant Treasurer, the Secretary or Assistant Secretary, and such other persons as are or may be authorized by or in accordance with vote or instructions from the Board of Directors."

Execution of
Contracts by
asst. Secty
approved.
JWS

If for your purpose you desire a certified copy of portions of our By-Laws kindly advise and it will be promptly forwarded.

Very truly yours,
NORTHWEST ROADS COMPANY

By
Theodore Shoemaker, President

TS:E

April 3, 1934

Northwest Roads Co.
P. O. Box 5072
Portland, Oregon

Gentlemen:

Reference is made to the signature of your company appearing on several state highway contracts recently awarded to you.

It is noted that these have been signed by Mr. R. M. Eppling as Assistant Secretary.

Please send us a copy of your by-laws which authorize Mr. Eppling to obligate your company as he has done in connection with these contracts. If he does not have such authority, we will have to return these contracts to you for execution by Mr. Horton.

An early response to this request will be appreciated.

Very truly yours,

Secretary

HBG:AJ

NT OF AGRICULTURE
C ROADS
. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Mc. 7.

This approval is conditioned upon a showing that the Asst. Secretary has authority to sign for the Corporation

March 9, 1934

our March 7, 1934, letter
cipal projects in general
Oregon U. S. Public Works

1931, authorizes the State
state highway routes through
ts will continue to be pre-
ce by your organization in
The fact that the law does
does not appear to us to be of
If it is your desire to enter
s requiring maintenance by
satisfactory, but the responsi-
ll rest with the State Highway

se municipal projects will be
, Laws of 1931, a notation to
this effect should be placed on the agreement estimate, instead of a similar customary reference to Chapter 41, Laws of 1927.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
[illegible]
Dep. State Highway Engineer

PRA

38 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 9, 1934

RECEIVED
MAR 10

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your March 7, 1934, letter concerning maintenance on municipal projects in general and referring particularly to Oregon U. S. Public Works Project No. NRM 38-B.

As Chapter 88, Laws of 1931, authorizes the State Highway Commission to improve state highway routes through towns and cities, the agreements will continue to be prepared to provide for maintenance by your organization in accordance with that chapter. The fact that the law does not require such maintenance does not appear to us to be of any particular significance. If it is your desire to enter into agreements with the cities requiring maintenance by them, such procedure will be satisfactory, but the responsibility for the maintenance will rest with the State Highway Department.

As maintenance on these municipal projects will be in accordance with Chapter 88, Laws of 1931, a notation to this effect should be placed on the agreement estimate, instead of a similar customary reference to Chapter 41, Laws of 1927.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
Proebst
By State Highway Engineer

March 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your letter of March 1st, in regard to the maintenance of the NRM project in Pendleton (NRM 38-B), this will advise that the project referred to is to be maintained by the City of Pendleton.

Chapter 88, Laws of 1931, empowers the State Highway Commission to improve and maintain state highway routes through towns and cities. The State Highway Commission is not, however, required to maintain through towns and cities, and the Commission has not deemed it advisable to undertake maintenance through any but the very small places. Therefore, the maintenance of NRM projects such as the Pendleton Project is an obligation of the city.

Funds now available for the maintenance and construction of highways are hardly sufficient to permit the taking over of city street maintenance at this time. To undertake the maintenance of NRM projects would, in all probability, force the Commission into a policy of maintaining the highway routes through the cities, and would further reduce the very limited amount that it now has available for highway improvement work outside of cities.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 1, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The agreement estimate submitted for Oregon U.S.Public Works project NRM 38-B states that maintenance is authorized by Chapter 41, Laws 1927, but we also have copies of an agreement under which the City of Pendleton agrees to maintain this project.

Will you please advise us exactly who will maintain this project, and the conditions under which the law cited permits the State to maintain projects within municipalities?

The agreement estimate is being held pending receipt of this information.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

February 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the East Pendleton Section, Project No. NRM 38-B.

~~Very~~ truly yours,

R. H. BALLOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 38-B

EAST PENDLETON SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 27, 1934

0.41 mile	Preparation of Base	$200.00	$ 82.00
650 cu. yds.	Furnish, Haul and Place Mineral Aggregate	4.75	3,087.50
54 tons	Tar in Place	31.00	1,674.00
			$4,843.50
	Lump Sum Reduction		150.00
	Sub-total		$4,693.50
	10% Engr. & Cont.		469.35
	Total		$5,162.85

Length	0.409 mile
Cost per mile	$12,623.10

National Recovery Municipal Fund Requested $5,162.85

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1927

38-B

February 19, 1954

Northwest Roads Co.
P. O. Box 5072
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 15 for the construction of the East Pendleton Section of the Old Oregon Trail in Umatilla County, and has awarded to you the contract for such work at your bid price of $4,843.50, using tar.

Please consider this letter as your authority and our request to commence immediate construction of this work.

Contract forms will be sent you shortly for execution.

Very truly yours

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 38-B, East Pendleton section of the Old Oregon Trail, to the Northwest Roads Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised P.S.& E. documents for Oregon U.S.Public Works project NRM 38-B, the Pendleton section of the Old Oregon Trail, have today been recommended for approval. This is your authority for readvertising the project.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

January 29, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans for the East Pendleton Section, Project No. NRM 38-B.

We are likewise enclosing five copies of page 21 of the Special Provisions on which page a clause has been added which permits the bidder, if he so desires, to submit his proposal contingent upon the award to him of both the La Grande Project and the East Pendleton Project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-38-B

EAST PENDLETON SECTION OF THE
OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 29, 1934

0.41	mile	Preparation of Base	$ 200.00	$ 82.00
650	cu. yds.	Furnish, Haul and Place Mineral Aggregate	4.00	2,600.00
45	tons	No. 3 Road Oil in Place	40.00	1,800.00
54	"	Tar in Place	40.00	(Alternate)
			Sub-total	$ 4,482.00
			10% Engr. & Cont.	448.20
			Total	$ 4,930.20

Length 0.409 mile

Cost per mile $ 12,054.27

National Recovery Municipal Funds Requested........................$ 4,930.20

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER NATIONAL INDUSTRIAL RECOVERY ACT.

The **City of Pendleton** (municipality or political subdivision), State of **Oregon**, hereinafter referred to as **the City**, and the **Oregon State Highway Commission** (State highway organization), hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of **0.409** miles of the **municipal** (minicipal, or secondary or feeder) highway from **Transit Street** to **east city limits of Pendleton**, known as **East Pendleton Section on Court Street** (local name of street or road), and to be designated as **Oregon** (State) project No. **NRM-38-B**, and will recommend its approval by the Secretary of Agriculture for construction with funds apportioned to the State under Section 204 of the National Industrial Recovery Act; subject, however, to the condition that the **City** (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said **City** (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Secretary of Agriculture, and agrees that if such project is approved and constructed by the Highway Department and the Secretary of Agriculture it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

1-18-36

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City (municipality or political subdivision) on the 12th day of January, 1934, and the Highway Department on the 18th day of January, 1934.

City of Pendleton
(Municipality or political subdivision)

By Mark Collins
acting mayor

Oregon State Highway Commission
(Official title of Highway Department)

H B Glaisyer

By Leslie Scott
as ~~Commissioner~~ Chairman

By

By Carl Washburne
as Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Bureau of Public Roads.

RESOLUTION NO. not numbered

A RESOLUTION requesting the Oregon State Highway Commission to make improvement of Court Street from Transit Street to the east city limits of Pendleton and approve the widths, grades and type of improvements of said Street.

WHEREAS, under the National Recovery Act, money has been appropriated for the improvement of State Highway routes through municipalities; and

WHEREAS, Court Street from Transit Street to the east city limits of Pendleton is a part of the route of the Old Oregon Trail Highway and needs to be improved by the following work:

Resurface with Bituminous Macadam from curb to curb, a total width of 30 feet. NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENDLETON, OREGON:

Section 1. That the City Council of the City of Pendleton, hereby request the Oregon State Highway Commission to perform the improvement work listed above and approve such changes in the street grades as may be necessary for such improvement. It is understood that no part of the cost of this improvement is to be borne by the City of Pendleton.

Passed by the City Council and signed by me in open session in authentication of its passage this 29th day of December, 1933.

J E Allen
Mayor

Approved by me this 29th day of December, 1933.

J E Allen
Mayor

Attest: Charles E. Burnett
Recorder

Seal

360 500 11-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 5, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

Herewith please find resolution (in duplicate) passed in open session by the City Council of Pendleton December 29, 1933, and signed by J. E. Allen, Mayor of Pendleton, signifying approval of the improvements proposed by Oregon State Highway Commission under NRM Project 40-B.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By

Office Engineer.

WWS V

cc Mr. Baldock

Incls.

RECEIVED
JAN 8 - 1934

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRM 38-B, City of Pendleton on the Old Oregon Trail, 0.409 miles of bituminous macadam surfacing, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

December 26, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the East Pendleton Section, Project No. NRM-38-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-38-B

EAST PENDLETON SECTION OF THE

OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Jan
Salem, Oregon, ~~December 22, 19~~33.

0.41	mile	Preparation of Base	$ 200.00	$ ~~82.00~~	82.00
650	cu. yds.	Furnish, Haul and Place Mineral Aggregate	4.00 ~~3.50~~	~~2,275.00~~	2600 -
45	tons	No. 3 Road Oil In Place	40.00 ~~35.00~~	~~1,575.00~~	1800.00
54	"	Tar in Place	40.00 30.00	(Alternate)	
			Sub-total	$ ~~3,932.00~~	4482.00
			10% Engr. & Cont.	~~393.20~~	448.20
			Total	$ ~~4,325.20~~	4930.20

Length 0.409 mile

Cost per mile $ ~~10,575.06~~ 12054.27

National Recovery Municipal Fund Requested $ ~~4,325.20~~ 4930.20

S 33 B
(1934)

RESOLUTION

1-10-34

WHEREAS, State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, is routed through the City of Pendleton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Court Street

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Pendleton will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pendleton, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, this 12th day of January 1934.

Attest:

Mark [illegible]
acting
Mayor

Charles E. Burnett
City Recorder

- - - - - - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, on the 12th day of January 1934, at the regular meeting of said Common Council.

Dated this 12th day of January, 1934.

Charles E. Burnett
City Recorder

CONTRACT # 1605, 1744

NRM 80-B LaGrande Sec. 1934

1605, 1744

FORM 5-E-1 1500 10-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 12, 1938

90-

Mr. W. C. Williams
Division Engineer
Highway Department
La Grande, Oregon

Dear Sir:

The Union Pacific Railroad Company have sent us the attached invoice showing work done in connection with the La Grande Undercrossing. Will you please check the charges shown and return.

Practically all of the work shown pertains to the construction of the shoofly track and the wye tracks near the Spruce Street crossing. Mr. Meisel tells me that this work was done under Mr. Chidsey's supervision.

Under date of May 6, 1937, the Union Pacific Railroad Company billed us in the amount of $2,246.65 which invoice was marked "Final Bill" but in presenting this additional invoice they say that the first invoice covered only the work done in connection with the revisions to the Joseph branch.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM
Attached
cc R. H. Baldock✓
S. H. Probert

April 19, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of April 16, 1938, concerning the materials used in rearranging the water system in the City of La Grande, in connection with the construction of the undercrossing on Project No. NRM 80-B.

The materials used were to replace an existing facility. However, the original pipe was left in place to care for adjacent property owners, except the portions where the undercrossing was constructed, which section was necessarily removed. The additional pipe was required on account of the necessity of crossing the highway at a different point to where the crossing was originally located.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

STATE HIGHWAY COMMISSION

April 16, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher submitted for Oregon project NRM 80-B (1935), LaGrande Underpass section of the Wallowa Lake Highway.

Will you please advise whether the materials covered by the bill submitted by the City of LaGrande represents replacements in kind or additional material due to additional length made necessary by the construction of this project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

/

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
– 1938
OREGON
STATE HIGHWAY COMMISSION

Stencil No. 124
IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRM 80-B (1935)
LaGrande Undercrossing
Wallowa Lake Highway

March 2, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Mon

Appr- 19787

Section B, Oregon U. S. Public
Works Highway Project No. NRM 80 (1935)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 7, 1936, by the Oregon State Highway Commission, and on March 12, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section B of Oregon U. S. Public Works Highway Project No. NRM 80 (1935); and

WHEREAS, the said State Highway Commission has requested that the estimate of cost approved for said Section B be decreased from $108,125.60 to $108,125.00, and that the Federal funds approved and set aside to the credit of said Section B be increased from $80,000.00 to $95,327.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture that the estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of ninety-five thousand, three hundred twenty-seven and no/100 dollars ($95,327.00) as the share of the United States payable under said act on account of said Section B, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section B shall not in any event exceed the sum of ninety-five thousand, three hundred twenty-seven and no/100 dollars ($95,327.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred eight thousand, one hundred twenty-five and no/100 dollars ($108,125.00), the approved total estimated cost of said Section B."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 8th day of January, 1938, and the Secretary of Agriculture on the 7th day of February, 1938.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By E.B. Aldrich
Member, State Highway Commission

By F.L. Tou Velle
Member, State Highway Commission

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads

Section B, Oregon U. S. Public Works
Highway Project No. NRM 80 (1935).

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Highway Project No. NRM 80-B(1935) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 108,125.00 in lieu of the $80,000.00 approved by Cert. of March 12, 1936 as the total estimated cost of said project, and the sum of $ 95,327.00/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of February one thousand nine hundred and thirty-eight

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

RECEIVED
DEC 10 1937
FOR FILING
80-B

December 9, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for modified agreement for the La Grande Undercrossing Section, Project No. NRM 80-B (1935).

Since there is now available sufficient unobligated NRM funds, it is our request that the present set-up of Federal funds, in amount $80,000.00, be increased to $95,327.00 with a corresponding reduction in the set-up of State funds.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 80-B (1935)

LA GRANDE UNDERCROSSING SECTION OF
THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate as basis for modified agreement.)

Salem, Oregon, December 9, 1937

Undercrossing (Sta. 0+26 to 12+71.9 = 8+14.1)

All Required		Clearing and Grubbing		$ 750.00
All Required		Construction of Shoofly		3,000.00
25,000	cu. yds.	Excavation, Single Classif.	$ 0.45	11,250.00
17,000	yd. mi.	Truck Haul	0.20	3,400.00
1,400	sq. yds.	Removal of Old Pavement	0.15	210.00
340	lin. ft.	18" Concrete Pipe	2.00	680.00
80	lin. ft.	30" Concrete Pipe	4.00	320.00
50	lin. ft.	36" Concrete Pipe	5.00	250.00
110	lin. ft.	Salvaging 30" Pipe	0.50	55.00
600	lin. ft.	Salvaging 15" Pipe	0.25	150.00
1,000	lin. ft.	8" Perforated Concrete Pipe	0.50	500.00
600	lin. ft.	8" Vitrified Clay Sewer Pipe	0.50	300.00
600	lin. ft.	15" Vitrified Clay Sewer Pipe	2.50	1,500.00
6	only	Concrete Manholes	100.00	600.00
3	only	Concrete Catch Basins	25.00	75.00
850	lin. ft.	Concrete Curbs	0.60	510.00
1,800	cu. yds.	Gravel Topping	0.35	630.00
1,700	cu. yds.	Gravel Ballast	0.35	595.00
600	cu. yds.	Rock Surfacing	2.75	1,650.00
80	cu. yds.	Rock Footpaths	3.25	260.00
200	cu. yds.	Sand Cushion	2.50	500.00
150	lin. ft.	Wood Header Blocks	0.20	30.00
2,000	lin. ft.	Concrete Handrail	2.50	5,000.00
88,000	lbs.	Structural Steel	0.055	4,840.00
950	sq. yds.	Concrete Sidewalks	2.00	1,900.00
169,000	lbs.	Metal Reinforcement	0.045	7,605.00
1,100	cu. yds.	Class "A" Concrete	14.00	15,400.00
1,700	cu. yds.	Class "D" Concrete	15.50	26,350.00
1,300	only	Dowels in Pavement	0.20	260.00
220	lbs.	Expansion Joints in Pavement	0.15	33.00
1,100	lin. ft.	Contraction Joints in Pavement	0.03	33.00
1	only	Sump Pump		900.00
All Required		Electric Wiring		365.00
All Required		Reestablishing Water Mains		264.80
All Required		Reestablishing Gas Mains		130.20
All Required		Reestablishing Railway Tracks		8,000.00
			Subtotal	$ 98,296
			10% Engr. & Cont.	9,829
			Total	$ 108,125

Length of Undercrossing 0.235 mile

NRH Funds Requested- -	$ 95,327
State Funds Available- -	12,798
	$ 108,125

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 88, laws 1931
State Funds for Maintenance: Chap. 41, laws 1917; Chap. 88, laws 1931

RECEIVED
JAN 14 1937
FOR FILING

80-13

January 12, 1937.

Mr. J. M. Devers

The City of LaGrande has presented a bill in the amount of $281.81 covering changing of water mains made necessary by the construction of the LaGrande subway. The tri-party agreement between the OWRR&N, the City of LaGrande and the state provides in the first paragraph of Section II, that "The State at its own expense and without cost or expense whatsoever to the railroad company, shall with reasonable dispatch, perform and complete all excavation, construction, and other work, including the reconstruction of existing underground pipe lines, conduits, and sewers; and construct and complete as expeditiously as possible, a highway subway or under-passage of said Wallowa Highway * * * * *"

Does this agreement make the state liable for the city's cost in revising their water mains, and should the state reimburse the city for the expenses to which they have been put in this connection?

G. S. Paxson

NOTED

GSP:AP

cc R. H. Baldock

#1744

RECEIVED
DEC 29 1936
FOR FILING
80-15

December 28, 1936

Hansen & Rowland, Inc, Agents,
Maryland Casualty Company,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1744 for the construction of the La Grande Undercrossing on the Wallowa Lake Highway in Union County has been completed by the Contractors, Hoffman Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 7th, 1937.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $86,911.50, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM B-E-1 2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 24, 1936.

NOTED
State Highway Engineer

Hoffman Construction Company
715 S. W. Columbia Street
Portland, Oregon.

Gentlemen:

Claims for additional compensation on your contract for the LaGrande Undercrossing made in your letter of August 27, 1936, addressed to Mr. Meisel have received our careful consideration.

The price agreement covering the cement adjustment has been revised to take into account salvage of sacks and has been returned to you by Mr. Meisel.

No additional compensation can be allowed on form work, finishing or placing of concrete. The table of materials in section 3046 is headed "Adjudication of Cost of Cement" and is solely for that purpose. The proportion of cement and aggregate are varied as set forth in section 3044 to suit the aggregate and consistency employed. The consistency as specified in section 3049 shall be that which "contains the minimum amount of water consistent with the required workability". That the concrete was workable is evidenced by the quality of the work obtained. You were not required to do anything not contemplated in the specifications.

Claim No. 1: - Our records show that the change in the drain pipe consisted in the substituting of eight inch drain pipe for the perforated pipe of the same diameter for a distance of approximately fifteen feet on each side of the abutments. Since this drain pipe was bid at the same figure as the perforated pipe, there is no additional cost involved in the material. The change in grade of the pipe was made before any of the pipe other then the sections through the abutment walls had been placed. The only extra work involved was in the placing of collars around the joints for three or four joints out from the structure. This matter was discussed between your superintendent and Mr. Meisel, and your superintendent agreed that if the state would pay for the cement used, that he would place these collars. The amount involved was so small that it was not thought worth while to class it as extra work. Under this understanding, no detailed cost of the placing of the collars was kept. It is estimated that the labor cost would not exceed $12.00. Several sections of the pipe leading through the abutment were broken during the stripping of forms from the abutment and were replaced. This, however, had nothing to do with the change from perforated pipe to drain pipe. The amount of pipe placed has been shown in the final estimate.

Claim No. 2: - At the time of the removal of the forms from the storm water syphon, it was evident that small leaks would be found in the box due to small gravel pockets. The attention of your superintendent was called to this while backfilling but the work was not done. Before pavement was laid across the syphon, you were required to excavate and patch. Several leaks were found and repaired. Whether leaks were found in the particular section cited in your claim is immaterial. The fact that leaks did exist and had not been repaired is ample justification for a complete inspection. No part of this claim can be allowed.

Claim No. 3: - The removal of the existing sidewalk is covered under "Clearing and Grubbing" in the section headed "Additional Items of Work Included." The area of new sidewalk placed has been included in the estimate.

Claim No. 4: - This claim for revision of the sump pump and connections will be allowed.

Claim No. 5: - Catch basins and drain tile are included in the final quantities.

Claim No. 6: - The cost of the headers for the rock foot path will be allowed.

Claim No. 7: - This claim for extension of electrical connections will be allowed.

Claim No. 8: - The claim for sprinkling on Monroe and Pine Streets will be allowed. It will be necessary that you submit supporting data for the cost of this work.

Claim No. 9: - This claim can not be allowed. You are referred to the section on Page 61 of the supplemental specifications headed "Expeditious Performance of Work". Strict adherence to this specification would have required continuous work on this project through the entire winter.

In summary, the claim for compensation due to rates of cement is disallowed. Claim No. 1 is disallowed. Claim No. 2 is disallowed. Claim No. 3 is allowed on estimate so far as the placing of new sidewalk is concerned. The removal of old sidewalk is covered under "Clearing and Grubbing." Claim No. 4 is allowed in attached price agreement. Claim No. 5 is allowed on final estimate. Claim No. 6 is allowed on attached price agreement as is also Claims Nos. 7 and 8. Claim No. 9 is disallowed.

Attached hereto are copies of price agreement No.9 covering the revision to the sump pump and extension of the electrical connection, sprinkling of Monroe and Pine Streets and the supplying and installation of headers for the rock foot paths.

Upon the return of this price agreement properly executed we will send through the final estimate for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

cc R. H. Baldock
W. C. Williams
C. C. Meisel
W. A. Reeves

80-13

September 25, 1936

Mr. S. Murray
Chief Engineer
Union Pacific Railroad Company
Portland, Oregon

Dear Mr. Murray:

Replying to your communication of the 21st inst., I have to advise that the Hoffman Construction Company's contract for the La Grande Undercrossing project, State Highway Contract No. 1744, was completed on August 1, 1936, and was accepted by the State Highway Commission by formal action on August 4, 1936.

Very truly yours,

Secretary

HBG:MBL

44

Sept, 22, 1936

H. B. G.

The La Grande Undercrossing Cont. #1744 - was completed Aug, 1, 1936. Was accepted on Aug, 4, 1936.

I did not answer this for I am not familiar with the bonds furnished to the railway companies and am not sure when they terminate.

J. McF.

COMPANY

Form 3010
1-36-2,000

PORTLAND, OREGON

September 21,1936

RECEIVED
SEP 22 1936
OREGON
STATE ... AY

Salem, Oregon

Dear Sir:

Surety for Hoffman Construction Company advise that the La Grande subway has now been completed and they wish to terminate their liability under the bond to us.

Will you please advise if this contract is now completed and the date of acceptance by the State.

Yours truly,

S MURRAY

ANSWERED
H. B. G.

Form 8010
1-35-2,000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

September 21,1936

RECEIVED
SEP 22 1936
OREGON
STATE

Mr.R.H.Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Surety for Hoffman Construction Company advise that the La Grande subway has now been completed and they wish to terminate their liability under the bond to us.

Will you please advise if this contract is now completed and the date of acceptance by the State.

Yours truly,

S MURRAY

ANSWERED
H. B. C.

80-B

#1744

September 23, o936

Mr. Geo. F. Price,
Lind, Washington.

Dear Sir:

Reference is made to your letter of September 19th concerning the Hoffman Construction Company Contract No. 1744 - construction of the La Grande Undercrossing in Union County.

You are advised that this contract was completed on August 1, 1936 and was accepted August 4, 1936. Final payment has not yet been made to the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

GEO. F. PRICE
CONTRACTOR
DAYTON, WASHINGTON

RECEIVED
SEP 22 1936
OREGON

Lind, Washington,

September 19, 1936.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please advise us whether Hoffman Construction Company have been paid their final estimate on the La Grande Undercrossing contract which they had with the State?

We are interested in that we were subcontractors on this work.

Yours very truly,
Geo. F. Price, Contractor,
By
Glenn Eades.

Please answer to Lind, Wash.

FORM 5-M-1 500 5-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

80-15

RECEIVED
SEP 18 1936
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

September 17, 1936

Mr. G. S. Paxson
Acting State Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Replying to yours of September 10, having reference to several claims for extra compensation submitted by the Hoffman Construction Company in connection with the construction of the La Grande undercrossing:

Some of the claims I have no knowledge of, as they were performed under the direction of Resident Engineer C. C. Meisel, but I will comment on the ones which were under my supervision:

1, 2, 3, and 5 were under supervision of Resident Engineer Meisel and must be referred to him.

6. In order to hold the loose rock placed in the footpaths to uniform crown and grade, it was necessary to set 2x4 headwall forms. It did not appear that setting of forms were required in the special provisions and it is, therefore, my recommendation that Hoffman Construction Co. be allowed extra compensation in the amount of $48.80, providing the lineal footage of forms set us is checkd by Mr. Meisel.

8. Edward Chidsey, Resident Engineer, upon my instructions ordered certain sprinkling work to be done during surfacing operations on Monroe and Pine streets. The contractor was advised to submit claim for this work but did not do so. Payment in the amount of [illegible].34 should be made for this item.

9. Upon instructions from Mr. Meisel, the contractor resumed work on March 17. Mr. Meisel had discussed with me the advisability of starting work and it was my opinion that

IONERS
NRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Subject: Hoffman Construction Company
claims in connection with
La Grande undercrossing project.

Page #2
9-17-36

work should be started at that date and so advised Meisel. The weather prior to March 17 had been very good, a check of the weather records showing that from March 1st to March 17th, thirteen days had been fair with only four days in which any rain occurred. It therefore appeared that the weather was entirely suitable for resumption of work on the project. The contractor resumed work on March 17th and from that date until March 21, the weather was fair and entirely suitable for work. On March 22, however, a storm began which lasted until April 3rd. April 4th the weather again was fair and remained exceptionally good until April 23rd.

From the above facts, you will note that of the period for which extra compensation is claimed between March 17th and April 15th, only that period between March 22 and April 3rd prevented normal progress of the work. As stated before, the weather was suitable for work before March 17 and I can not see where the Highway Commission has any control of the weather and has a perfect right to request contractor to resume work when weather seems suitable. I, personally, recommend that this claim be rejected and no consideration whatsoever given the same.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock
H. G. Smith

#1744
x

80-13

September 17, 1936

Union Oil Company of California,
926 W. Sprague Avenue,
Spokane, Washington.

Attention: Mr. D. S. Nichols

Gentlemen:

In response to your inquiry of September 16th you are advised that the Hoffman Construction Company Contract No. 1744, La Grande Undercrossing in Union County, was completed on August 1st, 1936. This contract was accepted by the Highway Commission on August 4, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT.
UNION GASOLINE, KEROSENE AND DISTILLATE.
'RED LINE' LUBRICATING OILS AND GREASES.

MAIN 3266

926 W. SPRAGUE AVENUE
Spokane, Wash.

September 16, 1936

Director of Highways
State of Oregon
Salem, Oregon

Dear Sir:

Re: Hoffman Construction Company - LaGrande Undercrossing on Wallula Lake Highway, Union County. Contract #1744

We understand the subject contract has been completed, and we would appreciate being informed at your earliest convenience the date this contract was accepted by your office.

Thanking you for your early attention to this matter, we are

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

Nichols

District Credit Supervisor

wsn ac

FORM S-M-1 500 12-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

80-B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 18, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Beakey:

Dear Sir:

In providing for construction of La Grande Undercrossing an agreement was entered into between Oregon State Highway Commission, Union Pacific Railway Company and City of La Grande, said agreement stipulating that the City shall close the present Cove Avenue crossing and vacate the crossing when the new underpass was opened for traffic.

The underpass has been opened for traffic and the City and Railroad Company are asking that barriers be installed immediately at the old crossing. Will you please give authority to Erwin Clark to erect the required barriers at points designated by this office.

Very truly yours

Division Engineer

W W V

cc Mr. Baldock
cc Mr. Paxson

Highway Engineer

FORM 8 B-1 2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

X

80-13

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 17, 1936.

Mr. W. C. Williams
Division Engineer
State Highway Department
LaGrande, Oregon.

Dear Sir:

Please note attached to Mr. McCallister. I wish you would check in with him and see that this work is done as provided in the agreement between the city, the railroad and the state.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
Enclosure

On Run 15

NOTED
State Highway Engineer

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 17, 1936.

Mr. Angus McCallister
City Manager
LaGrande, Oregon.

Dear Sir:

The tri-party agreement covering the construction of the LaGrande undercrossing provides in Section 3, that when the new structure is open for public travel, that the city shall close the present Cove Avenue crossing, and shall proceed with the vacation of this crossing.

Our attention has been called to the matter by the Union Pacific Railroad Company, and they ask that barriers be immediately installed on each side of the track.

Will you please arrange to have this done?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
cc R. H. Baldock
W. C. Williams
C. C. Meisel
Sam Murray

FORM 5-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

OREGON STATE HIGHWAY COMMISSION

SALEM

August 14th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Acting Bridge Engineer
Office

Dear Sir:

The attached letter has been received from S. Murray, Resident Engineer of the Union Pacific Railroad Company, relative to the barricading of the former grade crossing at La Grande.

If you consider this to be a part of our contract, you may arrange to have Mr. Williams do the work if none of the contractor's forces are available.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

80-B

X

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

August 6, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of LaGrande Undercrossing Section, Wallowa Lake Highway, Union County, was made by a representative of this office on July 29, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

#1744

80-B

August 4, 1936.

Mr. H. B. Glaisyer

This is to advise that all work on the contract for the construction of the LaGrande Undercrossing (Hoffman Construction Company, contractors) was completed on August first. Contract No. 1744.

Will you please obtain permission to pay the final estimate?

W. A. Reeves

WAR:AP

APPROVED BY HIGHWAY COMMISSION
DATE August 4, 1936
Secretary

80-B

July 28, 1936

Mr. H. G. Smith
Office

Dear Sir:

With reference to Mr. Williams' letter of July 24 concerning the request of the Eastern Oregon Light and Power Company to change the position of the fence at their substation adjacent to the La Grande undercrossing project, go ahead and move the fence as stated. However, keep our right of way posts to mark our right of way.

Very truly yours,

State Highway Engineer

RHB:HI

FORM 8-K-1 1990 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

July 27, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I have just read the carbon copy of Mr. William's letter to you under date of July 24th, relative to the request made by the Eastern Oregon Light and Power Company that the State at its expense reset the company's fence so as to bring it more nearly in line.

If the portion of the property which the company conveyed to the State and which the company now seeks to include inside its fence is not needed by the State, I recommend that the company's request be granted.

The company was very generous and fair with its dealings to the State in the matter of right of way for the LaGrande project. The company gave the State without charge the right of way which we requested, and as I have already said, if by changing the company's fence to correspond with the request now made will not impair the privileges which the State now has then I think we can well yield to the company's request.

Very truly yours,

J M Devers
J. M. DEVERS

JMD DK
cc W. C. Williams
H. G. Smith

FORM E-6-1 600 12-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

80-13

IN REPLY PLEASE
REFER TO FILE NO.

July 23, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

For approval I am inclosing herewith order for state force work on contract project covering construction of a septic tank on the property of Eastern Oregon Light & Power Company, as a part of La Grande Undercrossing project.

Very truly yours

W C Williams

Division Engineer

WCW V

Incls.

cc Mr. Baldock
cc Mr. Paxson

FORM 6-M-4 600 12-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

13

July 10, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. G. S. Paxson, Acting Bridge Engineer

Dear Sir:

Replying to yours of July 7, having reference to installation of septic tank to serve the property of the Eastern Oregon Light and Power Company in La Grande:

It is true that the option secured from the Eastern Oregon Light and Power Company under date of March 12, 1935 did not carry provisions for construction of septic tank. At that time it was understood by the light and power company that their connection to the trunk sewer would be unmolested. It was later determined, however, that their sewer connection would be destroyed and due to the fact that there is an eight foot cut in front of the light company building, this sewer connection could not be replaced without siphoning. Siphoning of a sanitary sewer is not practice. Neither was it possible to run the sewer eastward around the end of the viaduct and back to a connection with the trunk sewer by reason of insufficient gradient. The cheapest way out for the state appeared to be construction of a septic tank and when this matter was placed before the officials of the E. O. L. & P. Co., they reluctantly agreed, if their sewer could not be reconstructed.

This matter was discussed with Mr. H. G. Smith and I enclose herewith copy of a letter addressed to him under date of May 20, having reference to the same. As Mr. Smith did not reply to this letter, I assumed that he had referred it to your office. Mr. Stephenson is familiar with this situation as we discussed it in considerable detail at the time we found it necessary to cut the sewer connection of the E. O. L. & P. Co.

800 12-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson, Acting Bridge Engineer — Page #2
Subject: Septic tank construction to take the place of sewer connection for E.O. Light & Power Co., La Grande. — 7-10-36

Under the present conditions, the sewer is protruding from the side of the underpass cutslope and this condition must be remedied as soon as possible.

Might further add that there was no cost for the right of way secured from the E. O. L. & P. Co., other than that of replacing fence and flood lights. The right of way, one of the most valuable encountered on the underpass project, was donated by the E. O. Light and Power Company.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock ✓
H. G. Smith

2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

July 7, 1936.

Mr. W. C. Williams
Division Engineer
State Highway Department
LaGrande, Oregon.

NOTED
State Highway Engineer

Dear Sir:

In your letter of July 6, you say that an agreement was made with the Eastern Oregon Light & Power Company to install a septic tank serving their property.

Our right of way department have checked their option and purchase agreements, and find no reference to such septic tank.

Will you please give me the details of the agreement and advise as to our liability in the matter.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock ✓
H. G. Smith
J. M. Devers

FORM 8-M-1 600 12-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

3 - B

July 6, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. G. S. Paxson, Acting Bridge Engineer

Dear Sir:

At the time right of way was acquired for the La Grande Grade Separation project from the Eastern Oregon Light and Power Company, it was agreed that septic tank or cess pool would be installed to take the place of sanitary sewer connection formerly existing. Owing to the depth of the cut between the Eastern Oregon Light and Power Company's building and the sewer, it was impossible to make sewer connection and the E. O. Light and Power Company agreed to the septic tank installation instead.

This septic tank should be installed immediately either by state force work on contract projects or by price agreement with the contractor. In my estimation, it would be better to install the same with one of our regular bridge crews.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:AA
cc R. H. Baldock
H. G. Smith

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon NRM 80-B (1935)

March 25, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
Highway Engineer

Encls.

Tom

Hwy. 19787

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. NRM 80, Section B
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 7th day of February, 1936

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Congress);

Whereas the Highway Department of said State submitted on the 19th day of December, 1933, a revised project statement, which was approved by the Secretary on the 9th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 22nd day of May, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eighty thousand and no/100 dollars ($80,000.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Public No. 393, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chapter 175, laws of 1917; Chapter 31, laws of 1920, and Chapter 88, laws of 1931.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+26 at the intersection of the Wallowa Lake Highway and the Old Oregon Trail at Adams Street, and survey station 12+71.9 at the intersection with North Pine Street, all in the City of La Grande.

, length 0.235 of a mile~~s~~, in Union County, being Section B of Oregon U. S. Pub. Wks. High. project No. NRM 80 (1935), consisting of 0.235 of a mile~~s~~ of roadway and no bridges, of more than 20 feet clear span, known locally as the La Grande Undercrossing Section of the Wallowa Lake Highway, between official control points La Grande and Marion.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section **B** of said project shall not in any event exceed the sum of **eighty thousand and no/100** dollars ($**80,000.00**), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of **one hundred eight thousand, one hundred twenty-five and 60/100** dollars ($**108,125.60**), the approved total estimated cost of Section **B** of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer**
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible]~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chapter 41, laws of 1927 and Chapter 88, laws of 1931.**
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 12th day of March, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L DuVille

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

(111) By L. E. Boykin
Acting Chief, Bureau of Public Roads.

8—5513

R. H. BALDOCK
STATE HIGHWAY ENGINEER

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Pub. Wks. High. Project No. NRM 80-B (1935), State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 108,125.60 as the total estimated cost of said project, and the sum of $ 80,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 12th day of March one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

Actg By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 2—4530

FORM S-H-1 25159 500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

February 15, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Acting State Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I enclose herewith five copies of a price agreement covering the placing of gravel ballast on the main line of the Union Pacific tracks across the La Grande Undercrossing.

The railroad company officials would not accept ballast secured from the underpass structure, nor from the same pit that was used for ballast for the wye track in North La Grande. It was, therefore, necessary to make arrangements to secure screened gravel from the Island City commercial plant and this material will be furnished by the Hoffman Construction Company at a price of $1.50 per cubic yard in place.

The railroad company is very anxious to have their main track replaced and it is intended that placing of this ballast will start early next week, so immediate approval of the price agreement will be appreciated.

Very truly yours,

W. C. Williams

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock
~~H. G. Smith~~

8-13

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the La Grande Section, Project No. NRM 80-B (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 80-B (1935)

LA GRANDE UNDERCROSSING SECTION OF
THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement.)

Salem, Oregon, December 11, 1935

Undercrossing (Sta. 0+26 to 12+71.9 = 8+14.1)

All Required		Clearing and Grubbing		$ 750.00
All Required		Construction of Shoofly		3,000.00
25,000	cu. yds.	Excavation, Single Classif.	$ 0.45	11,250.00
17,000	yd. mi.	Truck Haul	0.20	3,400.00
1,400	sq. yds.	Removal of Old Pavement	0.15	210.00
340	lin. ft.	18" Concrete Pipe	2.00	680.00
80	lin. ft.	30" Concrete Pipe	4.00	320.00
50	lin. ft.	36" Concrete Pipe	5.00	250.00
110	lin. ft.	Salvaging 30" Pipe	0.50	55.00
600	lin. ft.	Salvaging 15" Pipe	0.25	150.00
1,000	lin. ft.	8" Perforated Concrete Pipe	0.50	500.00
600	lin. ft.	8" Vitrified Clay Sewer Pipe	0.50	300.00
600	lin. ft.	15" Vitrified Clay Sewer Pipe	2.50	1,500.00
6	only	Concrete Manholes	100.00	600.00
3	only	Concrete Catch Basins	25.00	75.00
850	lin. ft.	Concrete Curbs	0.60	510.00
1,800	cu. yds.	Gravel Topping	0.35	630.00
1,700	cu. yds.	Gravel Ballast	0.35	595.00
600	cu. yds.	Rock Surfacing	2.75	1,650.00
80	cu. yds.	Rock Footpaths	3.25	260.00
200	cu. yds.	Sand Cushion	2.50	500.00
150	lin. ft.	Wood Header Blocks	0.20	30.00
2,000	lin. ft.	Concrete Handrail	2.50	5,000.00
88,000	lbs.	Structural Steel	0.055	4,840.00
950	sq. yds.	Concrete Sidewalks	2.00	1,900.00
169,000	lbs.	Metal Reinforcement	0.045	7,605.00
1,100	cu. yds.	Class "A" Concrete	14.00	15,400.00
1,700	cu. yds.	Class "D" Concrete	15.50	26,350.00
1,300	only	Dowels in Pavement	0.20	260.00
220	lbs.	Expansion Joints in Pavement	0.15	33.00
1,100	lin. ft.	Contraction Joints in Pavement	0.03	33.00
1	only	Sump Pump		900.00

All Required	Electric Wiring	$ 365.00
All Required	Reestablishing Water Mains	264.80
All Required	Reestablishing Gas Mains	130.20
All Required	Reestablishing Railway Tracks	8,000.00
	Subtotal	$ 98,296.00
	10% Engr. & Cont.	9,829.60
	Total	$108,125.60

Length of Undercrossing 0.235 mile

NRM Funds Requested- -	$ 80,000.00
State Funds Available- -	28,125.60
	$108,125.60

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931

State Funds for Maint: Chap. 41, laws 1917; Chap. 88, laws 1931

LA GRANDE SECTION

PROJECT NO. [illegible] 80-B (1[illegible]5)

(Estimate of cost of Reestablishing O. W. R. & N. Co. Tracks, Work to be performed by Railway Company).

			Labor	Materials and Supplies
Wye Tracks				
Switch Ties, Treated	2 sets at $74.00			$ 148.00
Cross Ties (Cull) Treated	752 at .72			541.44
S.H. 90# Rail	44.28 G.T. at $16.80			743.90
S.H. 90# Switches	2 ea. at $ 4.00			8.00
90# Frog #9	2 ea. at 82.00			164.00
S.H. 90# Guard Rails	4 ea. at 1.00			4.00
90# Switch Plates	2 sets at 111.00			222.00
S.H. Switch Stands	2 ea. at 1.00			2.00
S.H. Cont. Joints	84 cwt at .20			16.80
90-56# Comp. Joints	4 pr. at 9.00			36.00
S.H. Tie Plates	204 cwt. at .20			40.80
Miscel. Hardware				170.00
Install Turnouts			180.00	
Lay Track and Ballast			700.00	
Cattle Guards	2 at $50.00		22.00	78.00
Fencing			50.00	60.00
Grade Crossings	5 at $90.00		235.00	215.00
Crossing Signs	3 at $12.00		6.00	30.00
Move Crossing Signs	2 at $ 2.00		4.00	
Replace Ties and Relay Rail			50.00	
Credits				
Rail displaced by frog	16 G.T. At $16.80	$2.69		
Cross Ties displaced	104 at $ .72	74.88		
56# Rail displaced	2.5 G.T. at $5.00	12.50		Cr. 90.07
Labor for Ties and Rail displaced		$15.00	Cr. 15.00	
			$1,232.00	$2,389.87

			Labor	Materials and Supplies
Shoofly Tracks				
Shift main track and one turnout			$250.00	$
Cross Ties Untreated	260 ea. at $0.50			130.00
S.H. 100# Rail	14 G.T. at 16.80			235.20
S.H. 100# Cont. Joints	28.5 cwt at .20			5.70
S.H. Tie Plates	58.2 cwt at .20			11.64
S.H. Rail Anchors	3.0 cwt at .20			.60
Miscel. Hardware				62.00
Raise Phone and Power Wires			30.00	
Remove Grade Crossing and Relocate Signs			20.00	5.00
Restore Main Track and Turnout			370.00	20.00
Material Released				
S.H. 100# Rail	14.0 G.T. at $16.80	$235.20		
Scrap 56# Rail	2.5 G.T. at 5.00	12.50		
S.H. Rail Joints	28.5 cwt at .20	5.70		
S.H. Tie Plates	58.2 cwt at .20	11.64		
S.H. Rail Anchors	3.0 cwt. at .20	.60		
Miscel.		$ 2.36		
		$268.00	______	Cr. 268.00
			$670.00	$ 202.14
Joseph Branch				
Shift Track, Reline, Resurface and Restore Ballast			$1,900.00	$ 150.00
Remove Wye Track and Turnouts			195.00	
Move Crossing Signs			4.00	
Install Rail Displacing Frogs			8.00	4.00
Grade Crossings	2 ea. at $90.00		95.00	85.00
Material Released				
S.H. Rails	19.35 G.T. at $16.80	$325.08		
S.H. Switches	2 ea. at $5.00	10.00		
S.H. Frogs	2 ea. at $4.00	8.00		
S.H. Guard Rails	4 ea. at $1.00	4.00		
Miscel. Material	150 cwt. at .20	30.00	______	Cr. 377.08
			$2,202.00	Cr. $138.08

Summary of Costs

Wye Tracks	$ 1,232.00	$ 2,389.87
Shoofly Tracks	670.00	202.14
Joseph Branch	2,202.00	Cr. 138.08
	$ 4,104.00	$ 2,453.93
Allowance for Contingencies	410.00	245.00
Inspection Expense	1,200.00	- -
	$ 5,714.00	$ 2,698.93

Total Estimated Cost $8,412.93

(Use) $8,000.00

LA GRANDE SECTION

PROJECT NO. NRM 80-B (1935)

(Estimate of Costs of Reestablishing Water and Gas Mains. Work to be performed by the City of La Grande).

Reestablishing Water Mains

240	lin. ft.	4" Steel Pipe	$0.42	$ 100.80
100	" "	4" Cast Iron Precalked Pipe	0.56	56.00
340	" "	Installing and Connecting Pipe (Labor)	0.20	68.00
200	" "	Removal of Existing Pipe (Labor)	0.20	40.00
			Total........	$264.80

Reestablishing Gas Mains

22	lin. ft.	2" Steel Pipe	$0.30	$ 6.60
30	" "	6" " "	0.60	18.00
180	" "	Salvaging Existing Pipe (Labor)	0.20	36.00
232	" "	Installing and Connecting Pipe (Labor)	0.30	69.60
			Total.........	$130.20

Oregon State Highway Department

U. S. Public Works
Project No. NRM 80-B (1935)

LA GRANDE UNDERCROSSING SECTION OF
THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 20, 1935

Undercrossing (Sta. 0+26 to 12+71.9 = 8+14.1)

All Required		Clearing and Grubbing		$ 100.00
"	"	Construction of Shoo-fly		2,000.00
25,000	cu. yds.	Excavation, Single Classification	$0.50	12,500.00
17,000	yd. mi.	Truck Haul	0.15	2,550.00
1,400	sq. yds.	Removal of Old Pavement	0.30	420.00
340	lin. ft.	18" Concrete Pipe	2.00	680.00
80	" "	30" " "	4.00	320.00
50	" "	36" " "	5.00	250.00
110	" "	Salvaging 30" Pipe	1.00	110.00
600	" "	" 15" "	0.75	450.00
1,000	" "	8" Perforated Concrete Pipe	0.70	700.00
600	" "	8" Vitrified Clay Sewer Pipe	1.00	600.00
600	" "	15" " " " "	2.00	1,200.00
6	only	Concrete Manholes	80.00	480.00
3	"	Concrete Catch Basins	25.00	75.00
850	lin. ft.	Concrete Curbs	0.60	510.00
1,800	cu. yds.	Gravel Topping	0.50	900.00
1,700	" "	" Ballast	0.50	850.00
600	" "	Rock Surfacing	2.00	1,200.00
80	" "	" Footpaths	2.00	160.00
200	" "	Sand Cushion	1.00	200.00
150	lin. ft.	Wood Header Blocks	0.10	15.00
2,000	lin. ft.	Concrete Handrail	4.00	8,000.00
88,000	lbs.	Structural Steel	0.055	4,840.00
950	sq. yds.	Concrete Sidewalks	1.50	1,425.00
169,000	lbs.	Metal Reinforcement	0.055	9,295.00
1,100	cu. yds.	Class "A" Concrete	16.00	17,600.00
1,700	" "	" "D" "	17.00	28,900.00
1,300	only	Dowels in Pavement	0.20	260.00
220	lbs.	Expansion Joints in Pavement	0.20	44.00
1,100	lin. ft.	Contraction Joints in Pavement	0.05	55.00
1	only	Sump Pump		600.00
All Required		Electric Wiring		200.00
"	"	Reestablishing Water Mains		264.80

⑦

Oregon State Highway Department

U. S. Public Works
Project No. NRH 80-B (1935)

LA GRANDE UNDERCROSSING SECTION OF
THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 15, 1935

Undercrossing (Sta. 0+26 to 12+71.9 = 8+14.1)

	All Required		Clearing and Grubbing		$ 100.00	
	"	"	Construction of Shoo-fly		2,000.00	
	25,000	cu. yds.	Excavation, Single Classification	$0.50	12,500.00	
	17,000	yd. mi.	Truck Haul	0.15	2,550.00	
	1,400	sq. yds.	Removal of Old Pavement	0.30	420.00	
	340	lin. ft.	18" Concrete Pipe	2.00	680.00	
	80	"	30" " "	4.00	320.00	
	50	"	36" " "	5.00	250.00	
	110	"	Salvaging 30" Pipe	1.00	110.00	
	600	"	" 15" "	0.75	450.00	
600	~~1,400~~	"	8" Vitrified Clay Sewer Pipe	1.00	~~1,400.00~~	600,00
	600	"	15" " " " "	2.00	1,200.00	
	6	only	Concrete Manholes	80.00	480.00	
	3	"	Concrete Catch Basins	25.00	75.00	
	850	lin. ft.	Concrete Curbs	0.60	510.00	
	1,800	cu. yds.	Gravel Topping	0.50	900.00	
	1,700	"	" Ballast	0.50	850.00	
	600	"	Rock Surfacing	2.00	1,200.00	
	80	"	" Footpaths	2.00	160.00	
	200	"	Sand Cushion	1.00	200.00	
	150	lin. ft.	Wood Header Blocks	0.10	15.00	
	2,000	lin. ft.	Concrete Handrail	4.00	8,000.00	
	88,000	lbs.	Structural Steel	0.055	4,840.00	
	950	sq. yds.	Concrete Sidewalks	1.50	1,425.00	
	169,000	lbs.	Metal Reinforcement	0.055	9,295.00	
	1,100	cu. yds.	Class "A" Concrete	16.00	17,600.00	
	1,700	"	" "B" "	17.00	28,900.00	
	1,300	only	Dowels in Pavement	0.20	260.00	
	220	lbs.	Expansion Joints in Pavement	0.20	44.00	
	1,100	lin. ft.	Contraction Joints in Pavement	0.05	55.00	
	1	only	Sump Pump		~~500.00~~	600,00
	All Required		Electric Wiring		200.00	
	"	"	Reestablishing Water Mains		264.80	
	1000	'f	8" Perforated Concrete Pipe	70	700.00	

All Required	Reestablishing	Gas Mains	$ 130.20
" "	"	Railway Tracks	8,000.00
		Sub-total	$105,884.00
		10% Engr. & Cont.	10,588.40
			$116,472.40

Length of Undercrossing 0.235 mile

[illegible] Funds Requested- - - - - - - - - - - - - - - - - - - -	$ 80,000.00
State Funds Available- - - - - - - - - - - - - - - - - - - -	36,472.40
	$116,472.40

LA GRANDE SECTION

PROJECT NO. NRH 80-B (1935)

(Estimate of Costs of Reestablishing Water and Gas Mains. Work to be Performed by the City of La Grande)

Reestablishing Water Mains:

240	lin. ft.	4" Steel Pipe	$0.42	$100.80
100	" "	4" Cast Iron Precalked Pipe	0.56	56.00
340	" "	Installing & Connecting Pipe (Labor)	0.20	68.00
200	" "	Removal of Existing Pipe (Labor)	0.20	40.00
		Total		$264.80

Reestablishing Gas Mains:

22	lin. ft.	2" Steel Pipe	$0.30	$ 6.60
30	" "	6" " "	0.60	18.00
180	" "	Salvaging Existing Pipe (Labor)	0.20	36.00
232	" "	Installing and Connecting Pipe (Labor)	0.30	69.60
		Total		$130.20

LA GRANDE SECTION

PROJECT NO. NRH 80-B (1935)

(Estimate of Cost of Reestablishing Railway Tracks of the O.W.R.R. & N. Company Tracks. Work to be Performed by Railway Company.)

All Required	Reestablish Shoo-fly Tracks	$ 500.00
" "	" Joseph Branch	2,500.00
" "	" Wye Tracks	5,000.00
		$8,000.00

LA GRANDE SECTION

PROJECT NO. WPH 80-B (1935)

(Estimate of Costs of Reestablishing Water and Gas Mains. Work to be Performed by the City of La Grande)

Reestablishing Water Mains:

240	lin.	ft.	4" Steel Pipe	$0.42	$100.80
100	"	"	4" Cast Iron Precalked Pipe	0.56	56.00
340	"	"	Installing & Connecting Pipe (Labor)	0.20	68.00
200	"	"	Removal of Existing Pipe (Labor)	0.20	40.00
			Total		$264.80

Reestablishing Gas Mains:

22	lin.	ft.	2" Steel Pipe	$0.30	$ 6.60
30	"	"	6" " "	0.60	18.00
180	"	"	Salvaging Existing Pipe (Labor)	0.20	36.00
232	"	"	Installing and Connecting Pipe (Labor)	0.30	69.60
			Total		$130.20

LA GRANDE SECTION

PROJECT NO. NRM 80-B (1935)

(Estimate of Cost of Reestablishing Railway Tracks of the O.W.R.R. & N. Company Tracks. Work to be Performed by Railway Company.)

All Required	Reestablish Shoo-fly Tracks	$ 500.00
" "	" Joseph Branch	2,500.00
" "	" Wye Tracks	5,000.00
		$8,000.00

FORM 3010

Standard
10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

October 12,1935

Mr R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Attention Mr.Probert

Dear Sir:

Referring to your letter June 7th asking for certain detailed costs in connection with construction of underpass at Spruce Street,La Grande:

After receipt of your letter, you will recall that the work was considerably delayed on account of negotiations with the City. Since the date work was started in the latter part of August, I have been trying to get a copy of our work order to send you. Preparation of this work order has been very much delayed,although it is dated August. I have received the work order today and attach copy hereto for your information. It is made up in two parts, being No.1050 and No.1051 and will give you all the necessary details and copies will be furnished our Auditor, Roadmaster and others.

You will note on Page 4 of work order 1050 the net amount to be billed against the State for work performed by the railroad company is $6250 and on Page 1 of work order 1051 the amount estimated to be billed against the State is $2307, making a total of $8557. I trust you will find these figures satisfactory.

Yours truly,

S. MURRAY

SHIP AND TRAVEL BY RAIL

15,000

193__

Date Issued ______________________, 193___

Form 30A

C. S.
9-31-15,000

WORK ORDER AUTHORITY
FOR PROPERTY RETIRED AND REPLACED

____

__________ Department __________ Division __________ 193__

Authority for Expendíture (Item 1) { Labor $__________ / Mater'l $__________ / Total $__________

Less—Donations, Grants or Proportion payable by

__________ $__________

Net Estimated Cost to Railroad Company $__________

On the property of __________

Now operated by __________

At __________
(Station or Location)

____

Description of Work:

Detailed estimate (Forms 30-1 and 30-2) and plan attached.

Necessity for Work:

Character of Improvement No.__________

Copies to:

1. Total estimated expenditure		$	
2. LESS—Cost of removal of property to be Retired, chargeable to "Operating Expenses"			
3. Total amount chargeable to "Investment in Road and Equipment"		* *	$
4. LESS—Credit to "Investment in Road and Equipment" for Ledger value of Property to be Retired, chargeable as follows:		* *	
"Operating Expenses"	$	* *	
"Material on Hand—Store Dep't"		*	
Total	$	* *	
5. Additional amount chargeable to "Investment in Road and Equipment"		* *	$
6. Appropriated for expenditure during calendar year 19__		* *	$

Correct __________

Recommended by __________

Recommended by __________

Approved __________
General Manager

Date Issued __________, 193__

Calculations and Distribution Correct

____
FOR AUDITOR DATE

General Manager's No.__________
State__________
Valuation Section No.__________
Department No.__________

Form 30-1 (First of intermediate Sheet)

C. S.

SHEET [illegible] OF [illegible] SHEETS

WORK ORDER AUTHORITY—Detail of Estimated Expenditures

[illegible]

[illegible] DEPARTMENT [illegible] DIVISION [illegible] 193[illegible]

LOCATION: [illegible]

DESCRIPTION: [illegible]

General Manager's No. [illegible]
State
Valuation Section No.
Department No.

R. and E. ACCT. No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL OR TRANSPORTATION CHARGES	TOTAL CHARGEABLE TO	
							INVESTMENT ACCOUNT	OPERATING EXPENSES
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Form 30-1 (First of intermediate Sheet)

C. S.

SHEET [illegible] OF [illegible] SHEETS

WORK ORDER AUTHORITY—Detail of Estimated Expenditures

[illegible] DEPARTMENT [illegible] DIVISION [illegible] 193[illegible]

LOCATION: [illegible]

DESCRIPTION: For [illegible] participation in cost of construction of [illegible]

General Manager's No. 1950

State [illegible]

Valuation Section No. [illegible]

Department No.

R. and E. ACCT. No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL OR TRANSPORTATION CHARGES	TOTAL CHARGEABLE TO INVESTMENT ACCOUNT	TOTAL CHARGEABLE TO OPERATING EXPENSES
42	[illegible]				[illegible]			[illegible]
43	[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	
	[illegible]							[illegible]

Form 30-1 (Last Sheet)

C. S.
12-31-160M

1-30,000

WORK ORDER AUTHORITY—Detail of Estimated Expenditures

[illegible] , SHEET 1 OF [illegible] SHEETS

[illegible] DEPARTMENT [illegible] DIVISION [illegible] 193 5

LOCATION: [illegible]

DESCRIPTION: For [illegible]
of a [illegible]
railroad [illegible]
[illegible]

General Manager's No. [illegible]
State [illegible]
Valuation Section No. [illegible] 193 5
Department No.

R. and E. ACCT. No.	*DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL OR TRANSPORTATION CHARGES	TOTAL CHARGEABLE TO INVESTMENT ACCOUNT	TOTAL CHARGEABLE TO OPERATING EXPENSES
	Work to be done [illegible]							[illegible] State of TOTAL [illegible]
2.2	Right of way for [illegible]							
3	[illegible]					[illegible]	[illegible]	
6	[illegible]					[illegible]	[illegible]	
	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]		
	[illegible]					[illegible]	[illegible]	
	[illegible]							
-	TOTAL	-	-	-				

Total Estimated Expenditure . . . . $

Estimate By
Date 193 Approved Approved

*When labor or material is chargeable to both Investment Account and Operating Expenses show items separately.

Form 30-2

6-31-30,000

SHEET 4 OF 4 SHEETS

WORK ORDER AUTHORITY—DETAIL OF ESTIMATED CREDITS

[illegible]

[illegible] DEPARTMENT [illegible] DIVISION [illegible] 193 5

LOCATION: [illegible]

DESCRIPTION: [illegible]

GENERAL MANAGER'S NO. [illegible]
STATE [illegible]
VALUATION SECTION NO. 4
DEPARTMENT NO.

R. AND E. ACCT. No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL OR TRANSPORTATION CHARGES	TOTAL
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]

ESTIMATED CREDIT TO "RESERVE FOR PROPERTY TO BE RETIRED" $ [illegible]
ESTIMATED CREDIT TO "PROPERTY RETIRED AND NOT TO BE REPLACED" $
ESTIMATED CREDIT TO "EQUIPMENT RETIRED FROM SERVICE" $
ESTIMATED CREDIT TO $
ESTIMATED CREDIT TO "DONATIONS" OR "GRANTS IN AID OF CONSTRUCTION" $ [illegible]

ESTIMATE BY
DATE 193
APPROVED
APPROVED

Form 30A

C. S.
9-31-15,000

WORK ORDER AUTHORITY
FOR PROPERTY RETIRED AND REPLACED

[illegible]

[illegible] Department [illegible] Division [illegible] 23, 193 5

Authority for Expenditure (Item 1)	Labor	$ [illegible]
	Mater'l	$ [illegible]
	Total	$ [illegible]
Less—Donations, Grants or Proportion payable by [illegible]		$ [illegible]
Net Estimated Cost to Railroad Company		$

On the property of [illegible]

Now operated by [illegible]

At [illegible], Oregon - Joseph Branch
(Station or Location)

Description of Work:

[illegible] track to be [illegible] Joseph Branch [illegible]

Detailed estimate (Forms 30-1 and 30-2) and plan attached.

Necessity for Work:

[illegible]

[illegible] 1050

[illegible]

Character of Improvement No. [illegible]

[illegible] 1935

Copies to: [illegible]

1. Total estimated expenditure		$ [illegible]	
2. LESS—Cost of removal of property to be Retired, chargeable to "Operating Expenses"			
3. Total amount chargeable to "Investment in Road and Equipment"		* *	$
4. LESS—Credit to "Investment in Road and Equipment" for Ledger value of Property to be Retired, chargeable as follows:		* *	[illegible]
"Operating Expenses"	$	* *	
"Material on Hand—Store Dep't"		*	
Total	$	* *	
5. Additional amount chargeable to "Investment in Road and Equipment"		* *	$
6. Appropriated for expenditure during calendar year 19		* *	$

Correct

Recommended by

Recommended by

Approved [illegible]
General Manager

Date Issued [illegible] 1935, 193

Calculations and Distribution Correct

FOR AUDITOR [illegible] 1935 DATE

General Manager's No. [illegible]
State
Valuation Section No. [illegible]
Department No.

Form 30-1 (Last Sheet)

O. S.
12-31-160M

1-30,000

WORK ORDER AUTHORITY—Detail of Estimated Expenditures

WORK ORDER AUTHORITY [illegible] SHEET ____ OF 2 SHEETS

[illegible] DEPARTMENT [illegible] DIVISION [illegible] 193 5

LOCATION: LaGrande, Oregon - [illegible]

DESCRIPTION: Install two grade crossings and remove 832.5 ft. leg [illegible]

General Manager's No. 1051
State [illegible] 193 5
Valuation Section No. 11
Department No. ____

R. and E. ACCT. No.	*DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL OR TRANSPORTATION CHARGES	TOTAL CHARGEABLE TO INVESTMENT ACCOUNT	TOTAL CHARGEABLE TO OPERATING EXPENSES
	Work to be done by Railroad [illegible]							State of Oregon
	[illegible]				[illegible]	[illegible]		
	[illegible]				19[illegible]			[illegible]53
	[illegible]				[illegible]	[illegible]		[illegible]184
	[illegible]							
TOTAL						[illegible]		[illegible]

Total Estimated Expenditure . . . . $ [illegible]

Estimate By____________
Date____________193___

Approved____________ Approved____________

*When labor or material is chargeable to both Investment Account and Operating Expenses show items separately.

Form 30-2

6-31-30,000

SHEET 2 OF 2 SHEETS

WORK ORDER AUTHORITY—DETAIL OF ESTIMATED CREDITS

[illegible]

[illegible] DEPARTMENT [illegible] DIVISION [illegible] 1935

LOCATION: [illegible]

DESCRIPTION: [illegible]

GENERAL MANAGER'S NO. 1051
STATE [illegible]
VALUATION SECTION NO. 13
DEPARTMENT NO.

R. AND E. ACCT. No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL OR TRANSPORTATION CHARGES	TOTAL
3	[illegible]			[illegible]			
	[illegible]			[illegible]	[illegible]		2 153

ESTIMATED CREDIT TO "RESERVE FOR PROPERTY TO BE RETIRED" - - - - - - - - - $ [illegible]
ESTIMATED CREDIT TO "PROPERTY RETIRED AND NOT TO BE REPLACED" - - - - - - - $
ESTIMATED CREDIT TO "EQUIPMENT RETIRED FROM SERVICE" - - - - - - - - - $
ESTIMATED CREDIT TO $
ESTIMATED CREDIT TO "DONATIONS" OR "GRANTS IN AID OF CONSTRUCTION" - - - - - - $

ESTIMATE BY
DATE 193

APPROVED APPROVED

FORM S-M-1 23206 500 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

November 23, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I am enclosing revised descriptions and sketch map of right of way to be acquired from Williamson and Berry in connection with the North Pine Street connection to the La Grande Undercrossing project.

The east leg of the wye was originally planned on a basis of a 20° curve. The use of a 20° curve did not provide sufficient space in the small triangle for moving of the Williamson and Berry service station. Williamson and Berry, therefore, requested that we use a flatter curve for the east leg of the wye in order to enlarge the area of the triangle. The flatter curve gives slightly better alinement and as the right of way for the same is being furnished by Williamson and Berry, I have no objection to such change.

After this description is checked, I will appreciate your having a new deed form prepared for the revised right of way and if you will forward it to this office, I will have it executed by Williamson and Berry.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock ✓

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

November 19, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have not yet received copies of the contract and estimate for preparing the project agreement for Oregon U. S. Public Works project NRM 80-B (1935), the La Grande undercrossing on the Wallowa Lake Highway.

Bids were opened on this project June 6, 1935, but award was withheld pending adjustment of right of way difficulties, etc., until August 19, 1935.

It has occurred to us that an order to hold up these documents on account of the break in routine may not have been countermanded. Will you please forward them at your earliest convenience?

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Hwy. Engineer

FORM 8-A-1 6M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

October 17, 1935.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In answer to your letter concerning gravel ballast for the railroad changes involved in the La Grande Underpass. It would seem necessary to furnish suitable gravel such as the railroad is accustomed to use and if that from the underpass is not suitable, I would recommend that you make the necessary arrangements to secure suitable ballast.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

R. C. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 5-M-1 22544 500 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 15, 1935

IN REPLY PLEASE REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State HighwayCommission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

The La Grande Roadmaster for the O.W.R.&N.Co. will not approve gravel secured from the La Grande underpass excavation for use in ballasting the wye track in West La Grande, the Joseph branch, or main line, when it is replaced. During Mr. Robert's recent inspection trip, he informed me that the gravel would be suitable for the wye track and possibly for the Joseph branch, but he did not consider it suitable for the main line. I can make arrangements to secure suitable gravel from the old Robinson gravel pit east of La Grande for the main line and possibly for the Joseph branch if that is necessary, but do not feel that the gravel from the underpass is not satisfactory for the wye track.

I am requesting Mr. Murray to give me a definite decision on the matter and in the event that the railroad company will not approve ballast secured from the underpass, I will make arrangements to secure from the contractor a price agreement covering ballasting from the Robinson gravel pit mentioned above. The contractor, so he has informed us verbally, will place this ballast for a price not to exceed 75¢ per cubic yard, which price will cover all work in connection with the same, including royalty, haul, etc.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

FORM S-M-1 28544 500 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

20.6

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 26, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

I am enclosing herewith a copy of a subcontract to be entered into between the Hoffman Construction Company and W. H. Grasle Company, covering electric wiring of the La Grande Undercrossing.

This subcontract has my approval and if you will advise of your approval, the contractor will be notified that the subcontract is valid.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM 2-K-1 18011 1500 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

September 18, 1935

Mr. C. B. McCullough,
Office.

Dear Sir:

I am handing you for your examination and for such notes as you may want to make the Commission's executed copy of the agreement between the railroad company, the City of LaGrande and the State, covering the subject of the LaGrande undercrossing.

After you have made such study of this agreement as you want, will you please return it to this office for permanent filing?

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.

cc R. H. Baldock
H. B. Glaisyer

80B

SEPTEMBER [illegible], 1935

Hoffman Construction Co.,
715 S. W. Columbia St.,
Portland, Oregon.

Gentlemen:

We are sending to you today via express one fully executed copy of State Highway contract No. 1744 which was awarded to you on August 19th, for the construction of an undercrossing to carry the Wallowa Lake Highway under the O. W. R. & N. Co. tracks in the City of La Grande, Union County, Oregon.

This copy for your records and files.

Yours very truly,

Secretary

HBG:ED

[illegible]-1 23344 500 3-35
Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
CARL G. WASHBURNE, Eugene

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of W. C. Williams, Division Engineer
LA GRANDE, OREGON

September 3, 1935

In Reply Please Refer to File No.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. J. M. Devers

Dear Sir:

As requested in your letter of August 22, I have had pictures taken of the old foundary building belonging to the Fitzgerald Estate in La Grande, which building is to be destroyed to permit construction of the La Grande Grade Separation Project. I have also had an appraisal made of the building by three building contractors of La Grande.

I am enclosing the appraisals of the contractors W. L. Kelly, John Gietlhuber, and W. Vedder. You will note a wide range. Mr. Kelly's estimate of the present value is $438, Mr. Vedder's estimate $1900 and Mr. Gietlhuber's estimate $2257. In my opinion the depreciation shown on estimates of Vedder and Gietlhuber is not correct. But the fact remains that if these building contractors, who are considered competent builders in this locality, were to testify to this value in a condemnation suit, considerable consideration would undoubtedly be given their estimate by the jury. Under the circumstances, I therefore believe that if we can settle this problem out of court for a sum of approximately $2500 we should proceed to do so. I still believe that the building and lot is not worth $2500, but I do feel that chances of the jury awarding this amount is probable.

I do not believe we can keep the contractor from taking this building down before the Highway Commission arrives on September 10th. Contractor is now pushing work on

FORM L V-1 22544 500 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. M. Devers
Subject: Old Foundary Building belonging to
Fitzgerald Estate, La Grande.
La Grande Grade Separation Project.

Page #2
9-8-35

this project rapidly and to ask to leave the building in place might cause a delay in his plans and an ultimate claim for damages. As I have secured adequate pictures, etc. of the building, I will not prohibit the contractor from removing the building if it should interfere with his construction operations.

With further reference to the appraisals made of the building by the three building contractors: These men have presented bills covering their time for appraising the building and I am enclosing herewith for your disposal the bills as presented by Kelly, Giethlhuber, and Vedder.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc

cc R. H. Baldock

Form 338—5M—2-35

40B

GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 1, 1935

Section LaGrande Under-crossing

Kind of work grading and structure

Highway Wallowa Lake

Section prefix 31-1001

Contractor Hoffman Construction Co.

Contract number 1744

Date of contract June 6, 1935

Date of completion May 31, 1936

Date work started Aug. 29, 1935

Estimated date of completion May 31, 1936

Amount of contract $89,901.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $89,901.00

Per cent of contract completed, based on total contract price 2 %

Engineering cost to date, $142.30, %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The sub-contractor, Geo. F. Price co., started the excavation on the job on Aug. 29 and has had a Lima 101 shovel working on the job since that date. They have made all the excavation possible on the South end of the approach. and will have to close the shovel down until they can install the sewer.

RECEIVED
SEP 3 - 1935

Signed Edward Lindsey

Address LaGrande Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	25,000	2,400			
Estimated quantities moved or placed to date	3,000				
Average daily quantities	1,000				
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	6				
Average force on project for week	15				

Percentages of men employed on contract to be secured from: LaGrande Employment office

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Union COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	13					2	15
Men and teams							
Men and trucks under 3 tons						[illegible]	
Men and trucks over 3 tons						4	
Men and tractors						1	

Equipment used during week: Shovels 1, Power graders ......, Rollers ......, Mixers ......, Crushing or screening plants ......,

Compressors ......, Bull Dozers 1, Sheet-foot rollers ......, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	warm		
Monday	hot		
Tuesday	hot		
Wednesday	hot		
Thursday	warm	0	
Friday	warm	0	
Saturday	warm	0	

FORM 2000 28775 1000 5-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

20 B

August 28, 1933.

Hoffman Construction Co.,
715 S. W. Columbia Street
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your communication of August 26, requesting permission to substitute cement sewer pipe for vitrified sewer pipe on the LaGrande Undercrossing.

This communication is to advise you that this substitution is satisfactory with this Department.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP
cc R. H. Baldock ✓
cc G. S. Paxson
cc M. Stephenson

CLASS OF SERVICE DESIRED

DOMESTIC		FOREIGN	
TELEGRAM		FULL RATE CABLE	
DAY LETTER	X	DEFERRED CABLE	
NIGHT MESSAGE		NIGHT CABLE LETTER	
NIGHT LETTER		WEEK-END CABLE LETTER	
SHIP RADIOGRAM		RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables — TELEGRAMS CABLEGRAMS RADIOGRAMS — All America Cables

Mackay Radio

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following message, subject to the terms on back hereof, which are hereby agreed to Form 2 DbL

80 B

SALEM OGN AUG 27 1935

A F STOTLER
ASST CHIEF ENGINEER NORTHERN PACIFIC RY CO
181 KING ST SEATTLE WASH

WOULD LIKE TO DISCUSS PENDLETON GRADE SEPARATION CROSSING WITH YOU AND UNION PACIFIC OFFICIALS FIRST OF NEXT WEEK PLEASE SPECIFY TIME AND I WILL CONSULT UP OFFICIALS AND ENDEAVOR TO ARRANGE MUTUAL DATE WOULD PREFER MONDAY OR TUESDAY

R H BALDOCK

W. C. Williams

[illegible]

HOTEL
State Highway Engineer

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

RECEIVED AT
STREET
OREGON
STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables · All America Cables · Mackay Radio

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
	RADIOGRAM

Form 16DW

13 R AR   CAK

UD SEATTLE WASH 1021 AM AUG 27TH 1935

R H BALDOCK
STATE HIGHWAY ENGINEER
SALEM OGN

661

UNDERSTAND YOU ARE TO HAVE MEETING SEPTEMBER THIRD AT PENDLETON RE EAST PENDLETON GRADE SEPARATION STOP IF MEETING IS TO BE HELD WISH TO BE PRESENT ADVISE STOP IF NOT WOULD LIKE TO DISCUSS THIS MATTER WITH YOU AT YOUR FIRST OPPORTUNITY STOP CAN YOU ARRANGE DATE

A F STOTLER
1034 A

Telephone Your Telegrams to Postal Telegraph

W. C. Williams

Taken care of by [illegible]

NOTED
State Highway Engineer

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

1206-A

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Day Letter

La Grande August 23, 1935

R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Hoffman states he has signed contract for La Grande Undercrossing and wishes to start work immediately. Advise if okeh.

W. C. Williams

[illegible]

NOTED
State Highway Engineer

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

August 20, 1935

Mr. C. B. McCullough
Office

Dear Sir:

Herewith information referred to you.

Please see Mr. Devers and see about our obligation. In case we must pay for this, arrange for easements so that we will not have to move the pipe line, etc. again.

Very truly yours,

State Highway Engineer

RHB:HI

(Copy of letter from Union Pacific to Natural Gas Corp. of Oregon, San Francisco, regarding lease covering 3 pipe line crossings at LaGrande. Copy of letter from U. P. to Eastern Ore. Development Co., Baker, regarding lease covering 2 sewer pipe lines at La Grande. Copy of letter from U. P. to City of LaGrande regarding 2 sewer pipe connections. All of foregoing affected by contemplated under-crossing construction at Spruce St., La Grande)

8013

CLASS OF SERVICE DESIRED			
DOMESTIC		FOREIGN	
TELEGRAM	☒	FULL RATE CABLE	☐
DAY LETTER	☐	DEFERRED CABLE	☐
NIGHT MESSAGE	☐	NIGHT CABLE LETTER	☐
NIGHT LETTER	☐	WEEK-END CABLE LETTER	☐
SHIP RADIOGRAM	☐	RADIOGRAM	☐

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

COPY
POSTAL TELEGRAPH—CABLE CO.
TELEGRAM

AUGUST 13, 1935

[illegible] CONSTRUCTION COMPANY
715 SOUTHWEST COLUMBIA STREET
PORTLAND, OREGON

YOUR BID FOR CONSTRUCTION OF LAGRANDE UNDERCROSSING IS ACCEPTED AND YOU HAVE BEEN AWARDED THE CONTRACT FOR SUCH WORK UPON THE CONDITIONS EXPRESSLY STATED IN YOUR LETTER TO COMMISSION DATED JULY TWENTY [illegible] STOP CONTRACT WHEN PREPARED WILL SPECIFY APPROPRIATE CONDITIONS IN [illegible] THERETO

R. H. BALDOCK

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 19, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works project NRM 80-B (1935), the LaGrande Undercrossing section of the Wallowa Lake Highway, to the Hoffman Construction Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

FORM 8-K-1 19011 1500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

August 8, 1935

Honorable Frank McColloch,
Public Utilities Commissioner,
Building.

Dear Sir:

I hand to you herewith petition in the matter of street and highway crossings at LaGrande, Oregon, in which petition the State Highway Commission, the City of LaGrande and the railroad company have joined and are mutually and jointly seeking an order authorizing a separation of railway and highway grade in the City and other railway and street modifications connected therewith.

This proposed project is a part of the Federal Government's relief program and the cost will be paid out of Government relief funds.

It is desired by all parties that a date for hearing be fixed and that date be the earliest date convenient to the Commissioner. I think all of the parties will waive any statutory or regulatory time of notice.

If a view of the proposed crossings and other physical conditions is desired, I believe the parties will be able to conform to the Commissioner's convenience in this regard also.

Your early and usual courteous attention to this matter will be appreciated.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
A. C. Spencer
C. B. McCullough
W. C. Williams
E. R. Ringo

Const.
Grade Crossings
Undercrossing

August 8, 1935

Mr. Chas. H. Reynolds
La Grande, Oregon

Dear Sir:

I am handing you an itinerary of a proposed trip of the Highway Commission, accompanied by Governor Martin, in answer to your inquiry as to the next time we will be in La Grande.

We are still hopeful that we will be able to complete the arrangements on the La Grande undercrossing and award the contract for the construction of this very much needed structure. I am sure that the people of La Grande will be delighted with the undercrossing after it is finished and that it will save many lives during the coming years.

With very best regards, I remain,

Very truly yours,

State Highway Engineer

RHB:HI

REYNOLDS INSURANCE AGENCY
LA GRANDE, OREGON

August 5, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock,

Your interest in our local road matters, particularly the Undercrossing, concerning which you telephoned me during your recent meeting in Portland, is very much appreciated.

According to information that has been given me by the various city officials, and those handling the matters for the railroad company, I believe that all requirements have now been met, with the exception of the actual granting of the franchise for the crossing of certain streets by the railroad.

It is my understanding that the Charter conditions prevent this, until about September 10th.

I am conveying this information in order that you may know that most of the citizens of our community are for and have been in favor of this project.

Particular interest has been attached to it, due to a recent accident at this particular crossing.

I am wondering if you will be in La Grande anytime before you go to Enterprise, the first week in September.

Sincerely yours,

Chas H. Reynolds

Const.
Grade Crossings
Undercrossing

[illegible]

AUGUST 8, 1935

La Grande Concrete Pipe Company,
Island City,
Oregon.

ATTENTION: Mr. Geo. L. Kline
Manager

Gentlemen:

Reference is made to your letter of the 8th inst. inquiring as to the status of the La Grande Undercrossing project for which the Commission opened bids on June 6th.

The award of this contract is still pending the satisfactory solution of certain controlling features. The bids have not been rejected as yet and it is our hope that they will not have to be rejected. The matter should be disposed of within the next two or three weeks.

Very truly yours,

Secretary

HBG:L

PIPE DRAIN PIPE SEWER PIPE CUL SAND AND GRAVEL

LA GRANDE CONCRETE PIPE CO.
ISLAND CITY, OREGON
PHONE 120

~~Address all Communications:~~
~~Box [illegible], Walla Walla, Wash.~~

August,8,1935

Oregon State Highway Commission,
Salem,Ore.

Gentlemen:-

Would you kindly advise us the present status of the La Grande Undercrossing, for which bids were opened June,6th and Hoffman Construction Co. were the low bidders.

Have all bids been rejected and will new bids be received?

Thanking you for this favor, we are,

Very truly yours,

La Grande Concrete Pipe Co.

By

Manager.

SIONERS
RY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const
Grade Crossing
Undercrossing

June 26, 1935.

Mr. R. J. Green,
First National Bank Bldg.,
LaGrande, Oregon.

Dear Sir:

A few days ago Mr. Baldock handed me a communication from your office in regard to the handrailing which is proposed on either side of the subway at LaGrande. Today I am in receipt of your communication of June 19, addressed to Mr. Williams pertaining to the same matter. This communication has been forwarded to me by Mr. Williams, together with a copy of his report.

I am also in receipt of a report covering the same matter from Mr. Stephenson, our Resident Bridge Engineer at LaGrande.

As stated to Mr. Panos when he was in the office a few days ago, this department has no desire to injure or embarrass the property owners adjacent to the highway. However, we must use every precaution to avoid any hazard or menace to the safety of those who travel our highways.

It would appear inadvisable to throw local traffic into the main traffic stream passing through the Spruce Street subwqy. It may be, however, that the handrailing complained of can be moved back 40 feet from the Adams Avenue line without constituting a menace. We are willing to try this out and are instructing the engineers to start the handrailing back from its original position. If, however, it develops that the traffic from the abutting service station interferes with the through traffic flow, we will be forced at a later date to build a curb separating these traffic lines as a matter of safety.

Mr. R. J. Green, #2 June 26, 1935.

As above stated, however, we have no desire to embarras or obstruct adjacent property, and will therefore give the above arrangement a trial.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc R. H. Baldock ✓
W. C. Williams
M. Stephenson
O. A. Chase

1-35
MERS
M. SCOTT, CHAIRMAN, PORTLAND
RL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

Contract
Grade Crossing
Underpass

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 21, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

I am enclosing herewith a letter addressed to me by Green & Ross relative to hand rail to be constructed on the La Grande Grade Separation.

As you know, the plans for the underpass call for the hand rail which is placed between the viaduct and the paved side streets between Adams and Jefferson Avenues, to be extended to the property line of Adams Avenue. Objections are being raised to this plan by the property owners on each side of Spruce Street adjacent to Adams Avenue, they contending that traffic can not turn onto their property from the underpass.

Inasmuch as the drop in the grade line of the underpass at a point 40 feet back of the property line of Adams Avenue is only approximately .4, it seems that this hand rail could be stopped at a point approximately forty or fifty feet back. Stopping of the hand rail at this point would permit cars to turn off of Spruce Street without having to swing out into Adams Avenue.

Inasmuch as this structure was designed by the bridge department, I am making no recommendations, but will appreciate your referring the matter to them. The Hoffman Construction Company, providing they are awarded the contract, have no objections to shortening the hand rail to such an extent.

Mr. M. Stephenson is addressing a letter to Mr. McCullough giving further data relative to shortening of hand rail on the Adams Avenue end.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Const
grade crossings
Undercrossing

OREGON STATE HIGHWAY COMMISSION

SALEM

June 18, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

NOTED

Mr. S. Murray,
Chief Engineer,
Union Pacific System,
Portland, Ore.

Dear Sir:

As requested in yours of June 17th, we are sending you four blue prints each of Exhibits A, B and C, which accompany the agreement covering the La Grande Undercrossing. Two sets have been colored and two have not.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H.Baldock

Grade crossing
Undercrossing

June 17, 1935

Mr. C. B. McCullough
Office

Dear Sir:

Herewith form that the Bureau dictates shall be used in the case of the La Grande Undercrossing award. When you finish with it, please send it to Probert.

Very truly yours,

State Highway Engineer

RHB:HI

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const.
Grade crossing
Undercrossing

June 14, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. S. Murray,~~
~~Chief Engineer,~~
~~Union Pacific System,~~
~~Portland, Ore.~~

Dear Sir:

As requested in yours of June 10th, we are sending you under separate cover six blue prints each of Exhibits A, B and C of the La Grande Undercrossing. Exhibit "A" has been corrected in accordance with your suggestion.

In order that the award of the project will not be held up any longer than necessary, it would be appreciated if the easement can be consummated at the earliest possible moment.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

Grade crossings
Undercrossings

June 10, 1935

Mr. S. H. Probert
OFFICE

Dear Sir:

Please keep me advised of the situation of the La Grande overcrossing with reference to rights of way and the Public Utilities Commissioner's orders to the end that the contract may be awarded at the earliest possible date.

Yours very truly,

RHB:MC

State Highway Engineer

[illegible]

[illegible] Undercrossing

June 7, 1935

Mr. S. Murray, Chief Engineer
O. W. R. & N. Company
Portland, Oregon

Dear Sir:

In order to complete our agreements with the U. S. Bureau of Public Roads, in connection with the La Grande Undercrossing Project, it will be necessary that we have dependable estimates of cost for the work to be performed by your company in the taking-up, lowering, shifting and otherwise rearranging your railway tracks, in constructing the new wye track and in the performance of any other work for which you will expect reimbursement.

These estimates should be separate for each unit of the work, such as the work in connection with the Joseph Branch, the work on the shoo-fly track, the taking-up and relaying of ties and rails on the main line track, the construction of the new wye, the taking-up and rearranging of the old wye track, etc. Each estimate should be detailed to the extent of showing cost of labor, costs of different kinds of materials, charges for equipment, charges for store expense, charges for freight, charges for superintendence and tools, etc.

As the Bureau allows only up to ten per cent for overruns, contingencies and engineering, we will be obliged to require you to hold the costs of your part of the work very close to the estimates which you render us at this time.

Kindly let us have the estimates as soon as you conveniently can.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

NERS
S. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const
Grade Crossing
Undercrossing

June 6, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. S. Murray,~~
~~Chief Engineer,~~
~~Union Pacific Company,~~
~~Portland, Ore.~~

Dear Sir:

Under separate cover we are sending you two prints each of exhibits A, B and C [illegible] covering of the La Grande Undercrossing. These maps have been worked up in accordance with the ideas expressed in your letter of May 31st.

We are also attaching copy of the description of the easement required across the Joseph branch. A tie was made to the center line of the railroad but we did not have the station. This no doubt can be secured from your own maps. If any additional information is needed, please advise.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
R.

CC to
R.H.Baldock ✓

SCOTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

[illegible]
Grande
Undercrossing

June 5, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Construction Engineer
O f f i c e

Dear Sir:

We have not yet received the resolution from the City of La Grande in which they guarantee that no encroachments will be permitted upon the right of way and regulations relative to traffic, for the La Grande Undercrossing Project. This form is required by the Federal Government.

The resolution forms were sent to the City of La Grande May 21st with the request that they be returned at once, so that the project could be awarded on June 6th but have not been returned.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

cc Mr. H. B. Glaisyer ✓

Undercrossing

May 23, 1935

Mr. S. Murray
Chief Engineer
O.-W. R. R. & N. Co.
Portland, Oregon

Dear Sir:

Responding to your communication of May 22, which is a tracer of your letter of May 11, concerning data on the La Grande subway, advise that I just received this afternoon the information from W. C. Williams, Division Engineer.

Under separate cover I am sending you tentative copies of the two exhibit maps requested. Will you please look these over, either approve or give your comments or suggestions and return at your early convenience, indicating the number of each desired.

Very truly yours,

State Highway Engineer

RHB:HI

cc H. G. Smith

FORM 3010

Standard
10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

May 22,1935

Mr.R.H.Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Will you kindly acknowledge my letter May 11th concerning La Grande subway and advise whether you are preparing the two exhibit maps requested.

Yours truly,

S MURRAY

SHIP AND TRAVEL BY RAIL

COTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
S. ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Const.
Grade Crossings
Grade Separation

IN REPLY PLEASE
REFER TO FILE NO.

May 14, 1935

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. G. Smith

Dear Sir:

I am in receipt of a letter from Mr. Devers under date of May 10 in which he states that Mr. Green, of the firm of Green & Bess, claims that the relocation of the O.-W.R.&N. Co. Wye Track, to be moved in connection with the La Grande Grade Separation plan, will result in the La Grande Iron Works being improperly served by railroad spur.

I am enclosing herewith a sketch showing the layout of this spur track and wish to call your attention to the following facts: The two buildings formerly served by this spur track, immediately south of the main building of the La Grande Iron Works, have no further need of a railroad connection. One building, that shown on the sketch, has been totally destroyed by fire and the other building has been partially destroyed by fire and to such an extent that it is of no further value whatsoever, unless, possibly, a small salvage value. Therefore, the only need for railroad connection is to serve the main building of the La Grande Iron Works and this can be adequately served by leaving that portion of the railroad wye in place south of the highway right of way line.

Railroad officials informed me that this spur track has not been in use for at least five or six years and I can see no use for the spur in the future. It is possible, of course, to move this spur track westward to a connection with the main line of the O.-W.R.&N.Co. as shown by the broken line on the sketch map. It does not appear, however, that the same would ever be used and the expense does not seem justified. This matter, however, probably would rest somewhat upon the views of the O.-W.R.&N.Co. officials and I believe an inspec-

COTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith — May 14, 1935
Subject: LaGrande Iron Works damage claim
Re moving OWR&NCo. Wye track — Page #2
La Grande Grade Separation Project.

tion of the layout will show them that any service that the Iron Works may require can be adequately obtained from the present wye track.

Might add, however, that the firm of Green & Hess, I am led to understand, will use this alleged curtailed spur track service as one of their claims for damages in the condemnation proceedings.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

enc.

cc R. H. Baldock ✓
J. M. Devers

FORM 3010

Standard
10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

May 11,1935

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

Re your letter May 3rd to Mr.Devers outlining contract obligations in agreement to cover proposed subway at La Grande:

Mr.Devers has asked us to draft this agreement. Will you please therefore prepare the necessary exhibits. In my opinion they should be substantially as follows:

Exhibit A:

1. Map 1" - 100'
2. Show in colors property to be acquired.
3. do streets to be vacated.
4. do streets to be dedicated.
5. Right of way lines and shade area of easement to be granted by Railroad Company.
6. Outline extent of subway and approaches.
7. Location of temporary shoofly (Sketch attached)
8. Tracks to be removed and limits of Joseph Branch to be lowered.
9. Railroad and highway stations and intersection angle at crossing of main line track.

Exhibit B:

1. Map showing location of proposed wye and other tracks in vicinity.
2. Property to be acquired and deeded to Railroad Company, shaded in color.
3. Add profile or attach it and also show thereon proposed roadbed and estimated grading and culvert quantities.
4. Location of all railroad grade crossings that will be required.

When these maps have been prepared will you please send me one set of prints for my review and check and will then advise you before additional copies are printed and colored.

Yours truly,

SHIP AND TRAVEL BY RAIL S. MURRAY

Const.
Grade crossings
Undercrossings

May 14, 1935

Mr. S. Murray, Chief Engineer
O. W. R. R. & N. Company
Portland, Oregon

Dear Sir:

In reply to your letter of May 11th, this will advise that the specifications for the La Grande Undercrossing Project are being drawn to require the construction of the shoo-fly by the contractor, the contractor to place the ties, rails and ballast, as well as to grade the roadbed and construct a temporary trestle, if one is required. We are advising the contractor that secondhand rails and ties can be obtained from your company for use in the construction of the shoo-fly without cost to him, the understanding being that your charge for the use of the rails and other track material will be paid directly by the State.

All ballast required in connection with the readjustment of the Joseph Branch Line and the new wye connection in North La Grande will be furnished and placed by the contractor.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

T, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Const
Grade Cross
Undercrossing

May 14, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Referring to your letter of May 10 relative to matters pertaining to the La Grande Undercrossing Project:

There is a spur track serving the Van Petten Company which takes off of the Joseph Branch in Block 119. The lowering of this spur track for a distance of approximately 200 feet was contemplated in the estimated cost of lowering the Joseph Branck to allow for the Spruce and Monroe street connection. I am forwarding, under separate cover, sketch map showing the position of the spur track and the stationing of the head block, this information, I presume, being required by the O.-W.R.&N.Co. in order to check costs of lowering their tracks.

In the same letter you advised me that Mr. Crews was of the opinion that there are sanitary sewer connections from the Iron Foundary and the Light and Power Company Substation. The city records do not show any sewer connections for these two places, but upon further investigation I find that the Substation does have a 4" sewer line connecting to the Spruce Street sanitary sewer. The Iron Foundary has a septic tank.

Inasmuch as we are moving the Spruce Street sanitary sewer northward to a line parallel with the proposed undercrossing, any sewer connection from the Substation is extremely difficult. The grade of the underpass opposite the station is such that the sewer line would have to be diverted eastward toward Island City to approximate Station 8+50 in order to

OTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. G. Smith
Subject: La Grande Grade Separation
Your letter May 10

Page #2
5-14-35

pass under the grade of the viaduct. This results in such round-about route, so I am informed by local plumbers, that it would not be satisfactory and would probably clog up. If the sewer was carried along the south side of the viaduct to a connection to the main sewer between Adams and Jefferson streets, the distance would be such that trouble would be encountered in keeping a 4 inch sewer open. The only other alternative, which would be by far the cheaper, is to construct for the use of the Oregon Light and Power Company Substation a septic tank on their own property. The estimated cost of this septic tank would be from $125 to $200, including excavation, depending upon whether a steel or concrete tank were installed. I have contacted the local manager of the E.O.L&P.Co. and he informs me that he personally prefers a sewer connection, but is of the opinion that the length of the connection would be such that it would not be satisfactory and he will, therefore, recommend to the Directors of the E.O.L&P.Co. that approval be given to the septic tank plan. He informs me that he will have a definite decision on this matter by Thursday of this week, which is May 16th.

Would suggest that you go ahead with plans for the Undercrossing as now drawn up and that the septic tank, if installed, be done either by state forces or by the city at the time they are moving their sewers, water mains, etc. As soon as I receive approval for the septic tank plan from the light company, I will decide upon a site for the same and submit to you sketch map showing necessary details.

Yours very truly

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

May 14, 1936

Mr. C. B. McCullough
Office

Dear Sir:

At the meeting on April 11, the Commission authorized the payment of a salary of a man to prepare plans for the La Grande undercrossing. It was understood at the time this action was taken, that the man would be employed in Sam Murray's office and was to work exclusively on this job. This arrangement was made to facilitate the work.

Very truly yours,

State Highway Engineer

RHB:HI

Con [illegible]
[illegible]
under discussion

FORM 3919

Standard
10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

May 11, 1935.

MAY 1

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Several days ago when your Mr. Chase was in our office in connection with proposed LaGrande subway we suggested that he arrange to contract construction of the shoo-fly in connection with contracting the subway proper, this being in accordance with request from our Omaha officials; the railroad company to furnish necessary track material (second hand rail and untreated cull ties) at current prices and credit salvage for the material when job is completed. Will you please arrange if possible?

In this connection note in your letter to Mr. Devers May 3rd that the state will perform grading for railroad changes. I also think it will be advisable for the state to obligate the contractor to furnish necessary ballast material as was done for the Pendleton track changes. Will you please advise?

Yours very truly,

S. Murray

SHIP AND TRAVEL BY RAIL

FORM S-A-1 16816 1SM 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const
Grade Crossings
Undercrossings

May 10, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In regard to the La Grande Undercrossing Project, I am informed that the railroad maps show a spur leading to the north in Block 119, or that vicinity, which also has to be adjusted in the lowering of the Island City branch.

Will you please check this up and send in a sketch showing the location of this spur, frog, and head-block.

In the redesign of the sanitary sewer, it is also very important to know whether or not there are any sewers leading into this at present from the eastward along Cove Ave. Mr. Cruse is of the opinion that there are such sewers which serve the foundary and the sub-station.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H
CC to
R.H. Baldock

FORM 5-H-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
[illegible] B. ALDRICH, PENDLETON

[illegible] D. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Const.
Rust Crossing?
Grade Separation

May 10, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

With reference to telephone call requesting that we secure from the city of La Grande an estimated cost of moving water mains, gas mains, sanitary sewers and storm sewers on the proposed La Grande Grade Separation Project:

I am attaching hereto the estimated cost of performing this work as worked out between City Manager McAllister and this office. The total estimated cost of the work is $2792.90, of which $750 is excavation. Exclusive of excavation, my estimate of cost of this work as submitted under date of 4-6-34 was $1980 in comparison with their estimate of $2,042.90, exclusive of excavation.

The city will perform this work if requested, provided, of course, they are reimbursed by the state. The costs are estimated sufficiently high to eliminate to a great extent any possibility of overrun.

I am attaching hereto a rough design for the reconstruction of the storm sewer at station 7+25. Mr. McAllister thinks that it is very essential that we provide some means of access to the storm sewer where it passes underneath the viaduct in order that sediment may be removed at occasional times. After discussing the matter, we decided that a concrete syphon box along the lines of the attached sketch would be satisfactory. The cost of this syphon box is included in the estimate.

In your telephone conversation you also requested information relative to the gravel topping to be used on the

FORM 5-M-1 20030 500 5-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Subject: Estimated cost of moving
gas and water mains and
storm and sanitary sewer
for proposed La Grande
Grade Separation

Page #2

5-10-35

underpass and street connections. It was my plan to select the better materials from the underpass excavation, which consist almost entirely of gravel, and stock pile these materials for use as topping after the excavation and embankment is completed. The better materials are encountered at a depth of from two to seven feet and these materials are fairly well graded from a maximum size of three inches to sand. There may be a few bowlders larger than 3 inches in size, but the amount would be small, probably less than 5%.

Very truly yours,

WCWillia

W. C. WILLIAMS
Division Engineer

WCW:MA

enc.

✓ cc R. H. Baldock
H. G. Smith

1 Const. Grade Crossings & Undercrossings

May 3, 1935

Mr. J. M. Devers
Office

Dear Sir:

I am transmitting herewith memoranda for the preparation of a tri-party agreement by and between the Union Pacific Railroad, the City of La Grande and the Oregon State Highway Commission for the construction of the proposed La Grande undercrossing of the Union Pacific main line along the route of the Wallowa Lake Highway in the city of La Grande, in accord with maps and plans attached hereto.

In a telephone conversation with Mr. Finch, General Manager of the Union Pacific Railroad, I promised him to send a copy of the memoranda. Will you please modify these memoranda as you see fit and transmit them to him through Mr. Murray today, if possible, in order that the tri-party contract be expedited to the end that the bids be received on May 30. It is understood that you will arrange the form of the contract in accordance with your judgment. I am merely supplying you with the basic data pertaining to the agreement, as per your request. These basic data are arranged in the following order: 1. Things the Railroad Company is to do; 2. Things the City is to do; 3. Things the State is to do; 4. Payments to be made by each of the three parties.

Things the Railroad Company is to do:

1. Give an easement to the Oregon State Highway Commission for the construction of an undercrossing across their right of way on an extension of Spruce Street.

2. Build a shoofly at the proposed undercrossing to handle railroad traffic during period of crossing construction.

3. Permit wye leading from the O.-W. main line to the Wallowa Branch to be moved to the north end of the yards and connected with the Bowman-Hicks spur.

4. The railroad company to do all track laying and track moving and ballasting.

5. After construction the Railroad Company agrees to maintain that portion of the undercrossing that supports their tracks.

6. Assume full responsibility for maintenance of their own track at site of undercrossing and section of track involving change in wye pursuant to this agreement.

Things the City is to do:

1. Establish as city grades the grade line proposed by the Oregon State Highway Commission on Spruce Street and the wye connections to North Pine and Monroe Streets.

2. Adopt as streets the wye connections to North Pine and Monroe Streets.

3. Grant a franchise to the Union Pacific for the construction of the wye between the Union Pacific yards and the Bowman-Hicks mill spur in Riverside Addition to La Grande and grant a franchise for the operation of O.-W. engines and trains over the Bowman-Hicks mill spur on North Cedar Street.

4. Close by city ordinance the connection of Jefferson Street and Cove Avenue with Spruce Street and a portion of Spruce Street lying north of the proposed undercrossing.

5. The City agrees to maintain all streets affected by this agreement, including wye connection to Monroe and North Pine, save and except the maintenance obligation with reference to the route of the highway imposed on the State by statute.

Things the State is to do:

1. Build the undercrossing and approaches.

2. Pave that portion of Spruce Street between Adams Avenue and the proposed undercrossing and the extension through the undercrossing to a connection with the present grade of the Wallowa Lake Highway at or near Station 12.

3. Grade and surface with crushed gravel the wye connections from Monroe and North Pine Streets as shown on the maps.

4. In connection with that portion of Spruce Street between Adams and Jefferson on the north side, the State will pave by-passes north of the undercrossing retaining wall not less than 18 feet in width.

5. The State will perform the grading for the railroad changes.

6. The State agrees to make the necessary changes in sewers, water mains and irrigation ditches to afford the same facilities as now exist in that section of La Grande. After the construction the State will be relieved of all maintenance in connection therewith.

Payments:

1. City. The City is to exchange some lots for other property to satisfy property owners in accordance with statement attached hereto.

2. Railroad Company. The Railroad Company will pay one-half of the cost of all rights of way, including rights of way for wye change, up to an amount not to exceed $5,000. The Railroad Company will pay for watchmen and flagmen necessary to protect their tracks and properties. The Railroad Company in the first instance will pay for the building of the shoofly and the reconstruction of the tracks, they to be reimbursed for all reasonable portions of such costs by the Oregon State Highway Highway Commission upon invoices rundered and checked.

3. State. All other items of expense whatsoever in connection with this construction will be borne by the Oregon State Highway Commission.

Very truly yours,

State Highway Engineer

RHB:HI

FORM 5-A-1 16619 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const.
Grade Crossing
Undercrossing

April 25, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. L. V. Murrow,
Director of Highways,
Olympia, Wash.

Attention - Mr. Davis, Construction Engr.

Dear Sir:

I would appreciate it very much if you would send me the plans for the new underpass which you have recently constructed in Walla Walla, with any observations which you have made concerning the action of the water table during the irrigation season. I happened to pass through it the other day and it impressed me as being very similar to an underpass which we propose for La Grande, and where apparently the soil conditions will be very similar.

In the La Grande underpass we have anticipated considerable difficulty with water during the irrigation season, as the material to be encountered is gravel similar to that at Walla Walla.

Members of the department have conflicting opinions as to whether this water can be handled by sealing the pass above the water line and also the effect of the hydro static pressure if such a design were made. We propose draining the pass with a sump like the one used on the Walla Walla job, therefore I wish complete details showing the pumping installation, etc.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

HGS/H

H. G. Smith,
Construction Engineer.

CC to
R.H. Baldock

FORM 5-K-1 17656 1500 11-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

[illegible]

OREGON STATE HIGHWAY COMMISSION
SALEM

March 30, 1935

Mr. F. N. Finch,
General Manager,
O. W. R. R. & N. Company,
Pittock Block,
Portland, Oregon.

Dear Mr. Finch:

As you already know there is under contemplation by the State Highway Commission and the United States Bureau of Public Roads a grade separation in the City of LaGrande. The money necessary for the Street construction and for the construction of the structure itself will be furnished by the Federal Government, but the Federal Government does not provide rights of way.

The City of LaGrande has informed us that it is without funds and therefore unable to cooperate in this proposed improvement in the way of furnishing any rights of way. The Highway Commission has decided that it will contribute fifty per cent of the costs of the right of way and has requested that I ask the railroad company to contribute the other fifty per cent of the right of way costs. The Union Pacific has on more than one occasion generously supported a program of grade separations and has very liberally and willingly met its share of the cost of such improvements, and I trust that your company will find it convenient to assist in making possible a grade separation in LaGrande, especially since the only item of cost which the State or the Company will be called upon to meet will be the cost of right of way.

I have been making a study of the probable cost of the rights of way and have been able to procure some options but there will be two or three pieces which will have to be acquired by condemnation. Information which I now have leads me to believe that the total cost of the rights of way for the entire project will not exceed $10,000 and may go as low as $6,000.

Will the Union Pacific agree to meet fifty per cent of the costs of the right of way, assuming that $10,000 will be the maximum amount which the Company and the State will be required to pay in any event? I shall appreciate any consideration that you may find it convenient to give this matter and I will be glad to convey to the Highway Commission such decision as you and your Company may make.

Assuring you that we shall appreciate any help you may give, I am

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
H. G. Smith
C. B. McCullough
W. C. Williams
S. Murray

FORM 2-A-1 12866 8M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Construction
Grade Separation
Grade Separation

February 26, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

The estimated cost of the La Grande Grade Separation of the Wallowa Lake Highway is:-

Crossing structure and pavements	$91,498.00
A pproach Streets	4,000.00
Moving Wye Tracks	3,000.00
Right of Way (asked price)	20,000.00
	$118,498.00

Yours very truly,

H G Smith

H. G. SMITH,
Construction Engineer.

HGS/H

REFERRED TO
Glaisyer
By State Highway Engineer

Get map & report from Mr. Davies on right of way for submission to the Commission

FORM 6-H-1 10783 500 1-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Const
Grade Crossings
[illegible] Separation

February 25, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Mr. C. L. Gardiner, Right of Way Agent for the Oregon State Highway Commission has just completed an appraisal of property involved in the proposed construction of the La Grande grade separation. Mr. Gardiner will render his report to the Commission, but I wish to supplement his report with the following facts:

The Mount Emily Lumber Company places a value of $5000 upon the very small portion of land that will be required for the connection of Spruce Street through their property. This valuation is entirely out of reason and it is my opinion that such valuation is placed mainly in an effort to stop the construction of the underpass, which is not favored by the Mount Emily Lumber Company.

A valuation of $3500 has been placed on the unused warehouse of the La Grande Iron Works. This valuation is likewise out of line for the actual value. In arriving at this amount, however, the La Grande Iron Works are basing a damage which they claim will result from their main plant being located on a dead-ended street which will result if the underpass is constructed.

A valuation of $6500 placed on the Richfield Service Station is also excessive, but in the case of this property, as well as the others, I would hesitate to venture an opinion of what would be a result of a condemnation proceeding, as the majority of opinion in this city is against the construction of the underpass.

FORM 2-H-1 12723 500 1-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H.
STATE HIGH
SA

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. [illegible] O. Smith — Page #2
Subject: La Grande grade separation — 2-25-35

I believe these facts should be placed before the Commission for the reason that the high valuation placed on all properties involved is, in my estimation, an attempt to block construction. The total right of way required for the improvement, including property for moving of the railroad spur, will amount to $20,000, whereas, the actual value should be less than 50% of this amount.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc Mr. R. H. Baldock

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Construction
Grade
Separations

112-1

December 7, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith:

Dear Sir:

I have had no definite information from you as to whether or not the proposed grade separation on the Wallowa Lake Highway in La Grande has been eliminated. However, as nearly as I can determine from local contacts, the City does not seem any more favorably inclined than at the time of the hearing, so that it would appear that we should consider where the money can be used to advantage, in the event that the proposed crossing is definitely abandoned.

It would, of course, be very desirable to use this money on either the Flora-Washington State Line Section or the Cove-Island City Secondary, but realizing that this probably cannot be done owing to the fact that the allocated fund was a portion of municipal funds, other needed improvements should be given consideration. For your consideration, I therefore present the following improvements within the cities in this division which are desirable both from highway improvement and maintenance standpoints.

1. Wallowa Lake Highway; regrade, surface and bituminous macadam through the City of Elgin; distance .65 miles; estimated cost $10,000.
2. Wallowa Lake Highway; grade, surface and oil east Enterprise line revision; estimated cost $15,000.
3. Enterprise-Flora Highway; regrade, surface and bituminous macadam Main and First Streets to north City limits of Enterprise; distance .57 miles; estimated cost $8,000.
4. Old Oregon Trail; regrade, surface, bituminous macadam and curbs through Town of Haines; distance 1.11 mile; estimated cost $17,500.
5. Old Oregon Trail; regrade, surface, bituminous macadam and curbs through Town of North Powder; distance .87 mile; estimated cost $15,000.

SCOTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Page 2.
Grade separation in La Grande or other possible improvements.

6. Old Oregon Trail; City of Ontario, pavement widening and resurfacing Richardson Street to west City limits; distance 1 mile; estimated cost $10,000.

Yours very truly

Division Engineer

WCW;BM

cc Mr. R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 23, 1935

Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your recent inquiry pertaining to the proposed underpass project in the City of La Grande.

Provided the side street connections mentioned in your letter, also the removal and replacement of the wye track do not increase the total cost of the project beyond its economic justification, we can see no objection to their inclusion in the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

February 11, 1935

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ord.

[illegible]
State Highway Engineer

Dear Sir:

In connection with the undercrossing under the O. W. R. & N. tracks on the Wallowa Lake Highway, we find that the city will not consent to the closing of Spruce St. and Cove Avenue as originally proposed, but that they may consent to the rebuilding of these streets to connect with the underpass as shown on the accompanying sketch.

Your opinion is requested as to whether the reconstruction of these streets can be made a part of the undercrossing scheme and paid for with Federal Funds. It appears that this is a legitimate part of the undercrossing scheme and may properly be included, but we wish a definite understanding as it will be impractical to finance the project unless these streets can also be included.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

CITY OF LA GRANDE, OREGON
COMMISSION-MANAGER FORM OF GOVERNMENT

VICTOR MELVILLE, PRESIDENT
COMMISSIONER

WILLIAM M. CONDIT
COMMISSIONER

F. J. LOTTES
COMMISSIONER

A. McALLISTER, MANAGER

Feby 7,1935

Mr.J.M.Devers,
State Highway Commission,
Salem Oregon,

Dear Mr Devers:

Referring to meeting yesterday with Yourself, Mr Murray of the Union Pacific and Mr Williams, Engr, Highway Dep't, relative to proposed reconstruction of the Wallowa Lake Highway in our city.

I, again presented this matter to the City commissioner's last evening. As I stated to you yesterday, we are in bad shape financially. Being in default on outstanding bonds and interest payments. Therefore it is impossible for the City to stand the expense of acquiring right-of-way, and cost of changing Spruce St and Cove Ave to connect with the proposed change. Also any damage that might result therefrom.

I have been instructed by the commission to inform you that if this additional cost which was to be carried by the City can be taken care of in some other manner, they are willing to agree to construction of this subway 24' in width, with additional 6' side-walk on one side for pedestrians. Spruce St extended to connect with the present highway; this could be done by extending Monroe St through to junction point at approximately same point, that Cove Ave will connect with highway through North Pine St.

If the Highway commission feel as though the subway can be constructed along these lines, we are willing to cooperate to that end.

Yours Very Truly,
A McAllister
City Manager.

20B

July 29, 1935

Hoffman Construction Co.
715 S.W. Columbia Street
Portland, Oregon

Attention: Mr. L. H. Hoffman

Gentlemen:

Acknowledgment is made of receipt of your letter of July 26th in regard to your bid received June 6, 1935, for the construction of the La Grande Undercrossing project in Union County.

The State Highway Commission had this matter under consideration at its last meeting when you were present, and decided at that time to hold the matter of rejection of bids submitted in connection with this project, for a period of 30 days under the conditions mentioned in your letter, pending final decision as to whether or not it is possible to undertake this project as originally planned.

Very truly yours,

HBG:OG

Secretary

Copy made f[illegible] Bridge Dept. 7/29/35.

HOFFMAN CONSTRUCTION CO.
BUILDING CONSTRUCTION
715 S. W. COLUMBIA STREET
PORTLAND, OREGON

July [illegible], 1935

Oregon State Highway Commission,
Portland, Oregon.

Gentlemen:

Reference is made to the La Grande Under-Crossing Project in Union County on which bids were received on June 6, 1935 and for which we were the low bidder.

Although the thirty day period has expired, we are desirous of keeping our bid good and allowing it to stand, and will accept the contract for the work at the prices bid if awarded to us at any time within thirty days from the date hereof. This offer is made upon the sole condition that if awarded the contract the completion date of the work will be extended for a period of time equal to the time elapsing between the date of receiving bids and the date of awarding the contract.

If the contract is awarded to us we will waive all claims for damages, loss or injury by reason of the delay, except as to the requirements for the extension of time.

If the contract is not awarded to us, we hereby waive and release the Oregon State Highway Commission from all claims for loss, injury or damage caused or occasioned by the delay or by our failure to ultimately receive the contract for the work.

Respectfully submitted,

HOFFMAN CONSTRUCTION CO.

By L H Hoffman
Pres.

FORM 2-K-1 22195 1500 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

REFERRED TO
Mr. Cabell ✓
State Highway Engineer
For comm. meeting.
RHB.

OREGON STATE HIGHWAY COMMISSION

SALEM

July 15, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
Office.

Dear Sir:

Confirming my oral recommendation made after my visit to LaGrande last Friday, I am of the opinion that we cannot go forward at this time with the LaGrande undercrossing, and, therefore, I recommend that the award of the bid held as a result of the call for bids be not made, but instead the bidder's check be returned to him. If the Commission decides later to go forward with the work, then the job can be re-advertised.

The City has signed the petition calling for a hearing before the Public Utilities Commissioner and is also ready to sign the three-party agreement between the railroad company, the State and the City. As a part of the transaction it is necessary that the City pass an ordinance giving the railroad company some specific rights and franchises over certain streets. I am advised that that ordinance is on its way through the regular routine for passage but will require about forty days before it reaches the stage where it cannot be defeated or referred to the people.

Mr. Finch, representing the railroad company, will not consent that anything be done until the ordinance has become effective. Therefore, it seems inadvisable to take any further action at this time.

Yours very truly,

JMD

J. M. DEVERS

JMD:PW

cc Mr. C. B. McCullough

[illegible] 19011 1900 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

July 5, 1935

Mr. C. B. McCullough
Bridge Engineer
Office

Mr. R. H. Baldock
State Highway Engineer
Office

Mr. H. G. Smith
Construction Engineer
Office

Gentlemen:

For your information with respect to the status of the La Grande undercrossing I am enclosing a copy of the letter I received today from F. N. Finch, General Manager of the Union Pacific.

I expect to be in La Grande next Friday and hope to get some definite information on this subject and will be ready with the report in respect to new developments.

Very truly,

JMD
J. M. DEVERS

JMD:PR
ENC

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

F. N. FINCH
General Manager

828 Pittock Block
Portland, Oregon

July 3, 1935

Mr. J. M. Devers,
Attorney,
State Highway Commission,
Salem, Oregon.

Dear Mr . Devers:

The City authorities at La Grande have declined to execute the proposed contract between the State, City and Railroad Company covering grade separation at Spruce Street and incidental features, in the form prepared by us and submitted to you. Their principal objection is that it would commit them to grant the required franchise for the new track in advance of consideration and enactment of the franchise ordinance by the Council. While this objection does not appeal to us as well founded, it may be that the officials have some reason to doubt their ability to grant the franchise and under the circumstances I am not inclined to authorize commencement of the work within the limits of this Company's property until the franchise is legally enacted and becomes effective, which I understand under the charter cannot be done in less than fifty days and would require eighty days unless the franchise contains an emergency clause. The relocation of our wye track is an essential part of the project and franchise is necessary to that end. Therefore I am convinced if the work proceeds to an advanced stage and the franchise is not granted, the State and ourselves will be in an embarrassing position.

The City has offered to pass a resolution assuring prompt consideration of our application for franchise when submitted, but this does not remove the objection. However, in order to get things started we have drafted franchise ordinance and are submitting same for consideration at the council meeting today.

The foregoing will give you the status of the negotiations to date, so that you may be able to submit the facts to the Commission, and we will be glad to have the benefit of any suggestions which you may offer.

Yours very truly,

J. N. Finch

July 2, 1935

Mr. Angus McAllister
City Manager
La Grande, Oregon

Dear Sir:

We acknowledge receipt of your letter of June 27th, advising that you would have no objection to our using concrete pipe in the sanitary sewers at the La Grande Undercrossing for which we have specified vitrified clay pipe.

Now that vitrified clay pipe has been specified and approved by the U. S. Bureau of Public Roads, and is the type bid on by the contractor, a change to concrete pipe would be difficult to work out with the Bureau and probably would be refused. Vitrified pipe was specified in the first place for the reason that the pipe which it is to replace is vitrified pipe, and for the further reason that many municipalities object to the use of concrete pipe in sanitary sewers. We thought that you might possibly have the same objection.

Very truly yours,

State Highway Engineer

CITY OF LA GRANDE, OREGON

COMMISSION-MANAGER FORM OF GOVERNMENT

VICTOR MELVILLE, PRESIDENT
COMMISSIONER

WILLIAM N. CONDIT
COMMISSIONER

F. J. LOTTES
COMMISSIONER

A. McALLISTER, MANAGER

June 27,1935

Oregon State Highway Commission,
Salem Oregon,

Gentlemen:

I understand the provisions in specifications covering sewer pipe that will be used in changing sewer lines in connection with the subway passage under Union Pacific track this city calls for vitrified pipe.

It is agreeable with us to use either cement or vitrified pipe in making this change in sewer lines, so long as it meets the standard of the present pipe now in line.

Mr Kline of the Concrete Pipe Co at Island City asked me if we had any objections to using concrete pipe and if we did not, to write you people, so that he might have a chance to bid on the pipe. The way it stands now he is shut out from bidding on it.

1600' - 15"
1,400' - 8"

Yours Very Truly,
Angus McAllister
City Manager.

REFER T
Project
By state [illegible]

Please prepare & answer for me

2-M-1 20000 300 3-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

La Grande, Oregon
July 1, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

As stated in my telegram to you of this date, the City Commission of La Grande has now agreed to execute a resolution which will meet with the approval of the O.W.R.&N.Co. relative to granting of franchise for wye track to be constructed in connection with the La Grande Grade Separation Project.

I am enclosing herewith a copy of a letter addressed to Mr. A. C. Spencer, Attorney for the Railroad by George T. Cochran of La Grande, who is looking after interests of the railroad company in this connection. In Mr. Cochran's letter he states further the terms of an agreement which would be satisfactory to the City Commission of La Grande. During the time the railroad officials were here, it was generally understood that such agreement would be satisfactory to the railroad company. I would suggest that Mr. Devers note the contents of Mr. Cochran's letter and in the event that there is anything therein which does not meet with the approval of the State Highway Commission, that he notify me either by telephone or wire before Wednesday night, July 3.

This matter will be acted upon at the Council Meeting Wednesday night at which meeting I will be present.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:da
enc.
cc J. M. Devers

1206-A

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM ☐	FULL RATE ☐
DAY LETTER ☐	DEFERRED ☐
NIGHT MESSAGE ☐	CABLE LETTER ☐
NIGHT LETTER ☐	WEEK END LETTER ☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

La Grande, July 1, 1935

R. H. Baldock,
State Highway Office,
Salem, Oregon.

La Grande City Commission now agree to enact resolution requested re undercrossing project at Council meeting Wednesday night stop disregrd my letter to you June 29th date.

W. C. Williams.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

---

as surveyed by Oregon State Highway Department, but the same point appears opposite station 10+67.3 as shown on the O. W. R. & N. railroad 400 foot scale map.

In regard to paragraph three, that is the extension of Baker Street being a county road or city street, during the conversation with Mr. Roberts, the street in question seemed to be the one parallel to and adjacent to the O. W. R. & N. right of way between Walnut and Alder, which is officially designated as Harrison Avenue and is a city street within the limits of Riverside Addition which extends at least one block west of Alder Street to the center line of Umatilla Street.

REFERRED TO

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

1206-A

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

La Grande, June 27, 1935

8:00 A. M.

J. M. Devers,
Highway Office,
Salem, Oregon.

City Commission will not approve agreement for underpass account railroad stipulation considered unjust.

(Signed) W. C. Williams.

CONFIRMATION

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

as surveyed by Oregon State Highway Department, but the same point appears opposite station 10+67.3 as shown on the O. W. R. & N. railroad 400 foot scale map.

In regard to paragraph three, that is the extension of Baker Street being a county road or city street, during the conversation with Mr. Roberts, the street in question seemed to be the one parallel to and adjacent to the O. W. R. & N. right of way between Walnut and Alder, which is officially designated as Harrison Avenue and is a city street within the limits of Riverside Addition which extends at least one block west of Alder Street to the center line of Umatilla Street.

REFERRED TO

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	X	DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER	/	SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

SALEM ORG JUNE 27 1936

HOFFMAN CONSTRUCTION CO
715 S W COLUMBIA ST PORTLAND ORG

CONFIRMING TELEPHONE CALL CITY COMMISSION LAGRANDE REFUSES TO APPROVE AGREEMENTS FOR UNDERPASS STOP HIGHWAY COMMISSION WILL BE UNABLE TO AWARD CONTRACT UNLESS THIS MATTER CAN BE ADJUSTED STOP SUGGEST THAT YOUR COMPANY MAKE NO PREPARATIONS FOR WORK UNTIL ACTUAL AWARD

R H BALDOCK

---

with the center line of Monroe Avenue is station 10+68.5 as surveyed by Oregon State Highway Department, but the same point appears opposite station 10+67.5 as shown on the O. W. R. & N. railroad 400 foot scale map.

In regard to paragraph three, that is the extension of Baker Street being a county road or city street, during the conversation with Mr. Roberts, the street in question seemed to be the one parallel to and adjacent to the O. W. R. & N. right of way between Walnut and Alder, which is officially designated as Harrison Avenue and is a city street within the limits of Riverside Addition which extends at least one block west of Alder Street to the center line of Umatilla Street.

20080 500 5-35

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 29, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. G. Smith

Dear Sir:

The information requested in your letter of May 28th be telephoned to R. J. Roberts of the O. W. R. & N. Co. Wednesday morning, was transmitted in the above manner 11:45 A.M. today as follows:

Paragraph one, the stationing both railroad and highway, of the intersection of the center line of Monroe Street extension with the northerly right of way of the Joseph Branch: Highway stationing 5+90.5, which is independent highway stationing of the Monroe Street extension for a connection with Island Avenue. The same junction is opposite station 11+70.2 on the adopted alignment for the separation structure along Island Avenue.

The junction of the northerly railroad right of way line with the center line of Monroe Avenue is station 10+68.5 as surveyed by Oregon State Highway Department, but the same point appears opposite station 10+67.5 as shown on the O. W. R. & N. railroad 400 foot scale map.

In regard to paragraph three, that is the extension of Baker Street being a county road or city street, during the conversation with Mr. Roberts, the street in question seemed to be the one parallel to and adjacent to the O. W. R. & N. right of way between Walnut and Alder, which is officially designated as Harrison Avenue and is a city street within the limits of Riverside Addition which extends at least one block west of Alder Street to the center line of Umatilla Street.

REFERRED TO
[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Subject: La Grande Grade Separation
OWR&N Wye Stationing

Page #2
5-29-35

In case you actually mean Baker Street, a portion of that street, which is one block south of Curry street, running in an easterly and westerly direction along the south side of Block 56, was designated as Baker Street September 29, 1890 when Riverside Addition was filed and dedicated, for that portion only which lies west of the O. W. R. & N. right of way. The portion which lies east of the O. W. R. & N. Co. right of way was designated as Klamath Street. Both streets were officially changed May 6, 1908 to Z Avenue.

While on the subject of streets, I wish to advise that maps accompanying the plans for the La Grande undercrossing section, Wallowa Lake Highway, show the names of three streets which are not officially correct, but are the original names as shown in the original Riverside Additinn being officially changed May 6, 1908 as follows:

Jackson Street is now Benton Street; Coos Street is now Lane Street and Curry Street is now Crook Street, while the next street south of Crook is Z. Avenue.

In regard to paragraph two and four which pertains to the vacation of streets connected with the project, I conferred with Mr. Angus McAllister, City Manager, going over the proposed relocation of a Wye track in Riverside Addition and it is his opinion and advice that the city would be unwilling at this time to even attempt to vacate any of the streets crossed by the north leg of the Wye, which are Harrison, Walnut, Crook, Oak and Lane Streets. Crossings will be necessary on all streets with the exception of possibly the north side of Curry Street, where there is sufficient room between the center line and the south property line for the light traffic required. Mr. McAllister suggested that crossings be installed on all streets and that some time in the future some of the principal streets can be improved by the city to a much

ONERS
E M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. G. Smith — Page #3
Subject: La Grande Grade Separation — 5-29-35
OWR&N Wye Stationing

higher standard and at that time it may be possible to vacate one or possibly two of the streets crossed by the Wye.

Regarding your paragraph two relative to Spruce Street, the city is unwilling to vacate that portion of Spruce Street between the crossing proper and the north right of way line of the O. W. R. & N., Joseph Branch, it being their contention that traffic uses the northerly portion of the right of way at this time and the same should be kept open for several residents in the south-east part of Block 122. The city, however, is willing to vacate the crossing proper where Spruce Street crosses the Joseph Branch of the O.W.R.& N. Co.

Very truly yours,

W. C. WILLIAMS
Division Engineer

By W. W. Stiffler

W. W. STIFFLER
Office Engineer

WWS:MA

cc R. H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Cost
Project Data

May 28, 1935

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Please get the following information and phone to E. J. Roberts of the O. W. R. & N. Company Wednesday morning.

Get the station numbers, (both railroad and highway), of the intersection of the center line of the Monroe St. extension with the north right of way line of the Joseph branch.

Advise whether the City is willing to vacate Spruce St. south of the north right of way line of the Joseph Branch, or advise whether they are only willing to vacate the crossing.

Find out whether the extension of Baker St., (the old highway) in Riverside Addition is a City street or a county road.

Find out whether some streets in Riverside Addition cannot be vacated so that there will not be so many crossings over the wye. Suggest that possibly North Walnut St. or the old highway parallel to the railroad might be vacated.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock
E. G. Bickmore

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 22, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works highway project NRM 80-B (1935), the LaGrande Undercrossing section of the Wallowa Lake Highway, have today been recommended for approval. This is your authority for advertising.

We should have copies of the customary town resolution covering encroachments, etc.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

May 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed the three copies of voucher for Project No. NRM 80-B, which copies were returned by your office for correction.

In accord with the request contained in your letter transmitting the vouchers, we have included the cost of the non-participating item of Key Rock for Gravel Base in the total cost of the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith the original and two memorandum copies of the final voucher for Oregon U.S.Public Works project NRM 80-B, LaGrande section of the Wallowa Lake Highway.

Will you please revise the voucher to show the cost of the non-participating State furnished key rock for gravel base as requested in our letter of March 12, 1934.

We will make the corresponding corrections on the copy we are retaining.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Encls.

[illegible] 232.70

FORM 9-A-1 16616 15M 9-34
Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

30 B

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM

May 3, 1935.

In Reply Please
Refer to File No.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Under other cover I am forwarding blue prints of the maps and profile of the La Grande under crossing to enable you to write the specifications. This project is to be let on May 30th and these specifications must be in Salem by Monday, May 6th, without fail.

The Bridge Department will figure the yardage for the under pass and the entire project will be let at one letting, and work of various characters can be assigned to different engineers - bridge engineer to construct the under pass and one of your men to supervise the road work. I realize that this does not give you much time to prepare the specifications, but the Bureau of Public Roads is very anxious to have this project let at the above date.

Please give complete details concerning the size and disposition of the sanitary and storm sewers and consult with the City Manager before making any changes in these. Mr. Cruse is of the opinion that the 30" storm sewer should be carried around via Monroe and Pine Sts., and not siphoned under the structure.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H
CC to
R.H. Baldock

FORM 8-A-1 16619 15M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

April 26, 1935.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Reference is made to yours of April 22nd, regarding the construction of the LaGrande Grade Separation.

It is nearly certain that the underpass will be constructed unless some unforseen difficulties arise.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

FORM S-M-1 20000 500 3-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

April 17, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith

Dear Sir:

Corrected right of way descriptions are being submitted for four parcels of land which it was necessary to revise from discrepancy found in Block 27 on the 50 foot scale hard copy map, showing the right of way lay out for the proposed undercrossing on the Wallowa Lake Highway in the city of La Grande. Two of the above descriptions are in the name of Eastern Oregon Light and Power Company and the other two for property in the name of the Oregon-Washington Railroad and Navigation Company and are rolled within the 50 ft. scale hard copy map which is also being returned. There is also enclosed a paper tracing which shows the entire length of Cove Avenue between the Wallowa Lake Highway and the south end of the Williamson's addition , which more clearly shows a discrepancy in right of way widths, from which the original descriptions were written.

Very truly yours,

W. C. WILLIAMS
Division Engineer

By

W. W. STIFFLER
Office Engineer

WWS:MA

cc R. H. Baldock

#1605

B

October 15, 1934

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1605 for the construction of the La Grande Section of the Wallowa Lake Highway in Union County has been completed by the contractors, Northwest Roads Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after October 25, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $4,327.79 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM 8-404 14200 500 5-34

~~COMMISSIONERS~~
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 22, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock ✓
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing semi-final estimate on the La Grande NHM Project, contract No. 1605, all work on this contract having been satisfactorily completed by the Northwest Roads Company on September 7,1934.

In support of the semi-final estimate the following records are being forwarded to you by express:

3 - material receipt books
1 - book platted sections
1 - excavation haul chart

The completed cost of this job was $4,667.99 as compared with the project authorization of $4,678.50. Although the total cost almost exactly checks the estimated amount, there was some variation in individual items.

"Excavation" over-ran approximately 100 cubic yards as it was necessary to excavate some material that was found unsuitable for foundation at the west end of the project between the two railroad crossings. This was not anticipated in the preliminary estimate and therefore resulted in an over-run of excavation quantities.

There was an under-run of 84 yards in "Gravel Base" which results from a smaller shrinkage than was anticipated, and the extra allowance of gravel base was not required.

There was an over-run of "Key Rock" in the amount of 37 yards as in order to bring the base materials to the same grade as the existing pavement, the estimated amount of key rock was not sufficient.

The amounts of aggregate and tar used in the bituminous macadam check within 10% of the estimated amounts.

No "Truck Haul" was required as all excavated materials were disposed of within the specified free haul limits.

Cut-back asphalt was used for the final seal in lieu of tar, and in computing payment for the cut-back we have paid for the actual gallonage of cut-back used on a tar basis in order that the contractor received the same payment for the cut-back as he would have receivedif tar had been used. I consider the cut-back seal superior to a tar seal as the Condon and Arlington projects which were sealed with tar were not entirely satisfactory.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OG
Encl.

cc R. H. Baldock

FORM 9-A-1 15740 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 5, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. G. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Your price agreements covering the placing of cutback asphalt for final seal in lieu of tar on the La Grande and East Pendleton bituminous macadam projects, have been disapproved, as the contract was let on the basis of tar and therefore it is of no concern to the State as to how or when the contractor secures the tar seal, but a charge such as this for which no bid price has been received will only be paid by the Bureau as a contingency and is subject to their rejection if they see fit. Therefore it is extremely inadvisable to overload the contingency items and assume a responsibility of pay for this ourselves if rejected by the Bureau.

However, there is no objection to the contractor himself substituting cutback asphalt for tar, but he must consent to receive the price for tar and for it to be shown on the estimates as tar. Under any other circumstances please instruct the contractor to furnish tar as provided in his contract.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

S-H-1 14800 800 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 30, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing Price Agreement covering the placing of cutback asphalt final seal in lieu of tar on the La Grande Bituminous Macadam Project. The cutback will be used in lieu of tar owing to the difficulty of securing such a small amount of tar for a seal coat after waiting for proper curing of the bituminous macadam. The cutback asphalt will be hauled from Meacham.

The price of $38.00 per ton for cutback on the basis of 5 tons will equal the cost of a tar seal as 6 tons of tar would be required.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG
Encl.

cc R. H. Baldock.

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. NRM 80-B

June 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Encls.

Jim

H4br 19787

Form P. R. 2

State Oregon

U. S. Public Works

Project No. NRM 80, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 3

PROJECT AGREEMENT

Memorandum of Agreement made this 8th day of May, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 19th day of December, 1933, a revised project statement, which was approved by the Secretary on the 9th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, six hundred seventy-eight and 30/100 dollars ($4,678.30) as the share of the United States payable under said act on account of Section B of said project, which ~~d[illegible] pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+17.5 at the O.W.R.&N. Main Line Railway Tracks on Cove Street in LaGrande and survey station 17+36.2 at the east corporate limits of LaGrande.

, length 0.325 / of a mile~~s~~, in Union County, being Section B of Oregon U. S. Public Works project No. NRM 80, consisting of 0.325 / of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known locally as the Island City Road in the City of LaGrande, 5513 an official control point on Federal Aid Route No. 7.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of four thousand, six hundred seventy-eight and 30/100 dollars ($4,678.30), certified to the Secretary of the Treasury as above mentioned, which is ~~[illegible]~~ ~~[illegible]~~ the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible]~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927 and Chapter 248, Laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

CMS

By

Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. NRM 80-B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $4,678.30 as the total estimated cost of said project, and the sum of $4,678.30 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 26 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads.

U S GOVERNMENT PRINTING OFFICE: 1931 8—4829

Form 338—5M—2-34

OREGO STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 18, 1934

Section LaGrande

Kind of work Furnishing Crushed Gravel

Highway Old Oregon Trail & Wallowa Lake

Section prefix 31 DN 80-B

Contractor Jones - Scott Company

Contract number 1606

Date of contract Feb. 15, 1934

Date of completion July 15, 1934

Date work started Mar. 19, 1934

Estimated date of completion July 1st, 1934

Amount of contract $8755.00

Per cent of time elapsed 65 %

Estimated cost of completed project, exclusive of engineering $8755.00

Per cent of contract completed, based on total contract price . . . . 68 %

Engineering costs to date, $ 344.25, 4 %

Date project was completed ...., 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The work on this project is progressing satisfactorily and should be completed not later than July 1st.

Screen tests have all been good and the materials that are being produced are of good quality.

RECEIVED
MAY 21 1934

Signed R. E. Mollinet
Draftsman in charge

Address Box 908 LaGrande, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFAC	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			5150		
Estimated quantities moved or placed to date			3497		
Average daily quantities			80		
Average daily quantities necessary to complete project on time			26		
Number shifts per day			3		
Hours per shift			6		
Average force on project for week			7		

Percentages of men employed on contract to be secured from: Nat'l. Re-employment Service, LaGrande, Oregon.

Union County, 100%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Union COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	6					1	7
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Partly Cloudy		
Tuesday	"	24	Broken toggle in crusher
Wednesday	"	12	" " " "
Thursday	"		
Friday	"		
Saturday	"		

April 9, 1934

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

We are today forwarding to you, for your records and files, an executed copy of the contract recently awarded to you for the construction of 0.32 mile bituminous macadam on the La Grande Section of the Wallowa Lake Highway in Union County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

FORM S-M-1 13031 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

April 4, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. N. G. Smith

Dear Sir:

With reference to plans for La Grande and Pendleton grade separations, please be advised that the La Grande plans will be submitted this week. I have held up the submitting of these plans while we have excavated test pits to determine the nature of the soil and level of the water table.

Mr. Poole has practically completed the Pendleton survey and the few details remaining will be completed by his office force some time next week, so that these plans will be in your office in approximately ten days time.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 12, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the project agreement estimate submitted for Oregon USPW project NRM 80-B.

As this estimate does not show the cost of the non-participating State furnished Key Rock for Gravel Base, will you please show it when submitting the final voucher for this project.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

February 28, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the La Grande Section, Project No. NRM 80-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 80-B

LA GRANDE SECTION OF THE

WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 28, 1934.

640	cu. yds.	Excavation, Single Classification	$0.90	$ 576.00
200	yd. mi.	Truck Haul	0.20	40.00
600	cu. yds.	Gravel Base	1.65	990.00
100	" "	Key Rock in Gravel Base	2.00	200.00
.32	mile	Preparation of Base	150.00	48.00
300	cu. yds.	Furnish, Haul, and Place Aggregate	5.50	1,650.00
29	tons	Tar in Place	31.00	899.00
				$4,403.00
		Lump Sum Reduction		150.00
		Sub-total		$4,253.00
		10% Engr. & Cont.		425.30
		Total		$4,678.30

Length 0.325 mile
Cost per mile $14,394.76

National Recovery Municipal Funds Requested $4,678.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1927

February 27, 1934

NRM 80-B

Northwest Roads Company
P. O. Box 5078
Portland, Oregon

Gentlemen:

Herewith is a copy of a letter from A. O. Johnson of the U. S. Employment Service in Portland, stating that the labor for your contract for bituminous macadam construction on the La Grande Section may be obtained from the La Grande Office of the National Reemployment Service.

Please address your application for labor lists to La Grande instead of Pendleton as requested in our letter of February 21st.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ME

Encl.

cc Mr. W. C. Williams

February 21, 1934

Northwest Roads Company
P. O. Box 8072
Portland, Oregon

Gentlemen:

For use in connection with the East Pendleton and LaGrande Bituminous Macadam Projects, which were recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Elks Temple Building, Pendleton, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:GS

cc W. C. Williams
cc J. C. Toole

COMMUNICATIONS
THE COMPANY

TELEPHONE TABOR 2062

NORTHWEST ROADS COMPANY

CRAIG & WARREN ROADS
PORTLAND

P. O. BOX 5072
OREGON

March 1st, 1934.

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention S. H. Probert, Office Engineer.

Gentlemen: SUBJECT: LAGRANDE SECTION

We acknowledge your letter of Feb. 27th advising us that National Reemployment Service office is located at LaGrande, Oregon and that applications for labor should be made at that point rather than Pendleton, as stated in your letter of Feb. 21st.

Very truly yours,

NORTHWEST ROADS COMPANY

By
Theodore Shoemaker
President

TS:E

CC. A. G. Johnson, Portland, Ore.
Alex Manning, Pendleton, Ore.
W. C. Williams, LaGrande, Ore.

U.S. DEPARTMENT OF LABOR
UNITED STATES EMPLOYMENT SERVICE

NATIONAL REEMPLOYMENT SERVICE

519-521 Spalding Bldg.,
Portland, Oregon
February 24, 1934.

R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir: Att: S. H. Probert, Office Engr.

We have just received your memorandum that the contract on Project #118 as located in La Grande, in Union County, was awarded to the Northwest Roads Company on February 15, 1934.

We are maintaining and will continue to maintain a branch office in La Grande, which is subordinate to our Regional office at Pendleton. However, we desire that placement of labor be made through our office in La Grande, so that travel expense will be eliminated.

Will you kindly see to it that proper notices are given the contractor to this effect, so that we may be able to eliminate travel expense to a large degree for the unemployed will be employed on this project.

Yours truly,

A. G. Johnson

A. G. Johnson,
Executive Secretary

AGJ:JSC

MUNICATIONS
THE COMPANY

TELEPHONE TABOR 2062

NORTHWEST ROADS COMPANY

CRAIG & WARREN ROADS
PORTLAND

P. O. BOX 5072
OREGON

February 27th, 1934.

NRM 38-B

Oregon State Highway Commission,
Salem, Oregon.

Attention S. H. Probert, Office Engineer.

Gentlemen: SUBJECT: EAST PENDLETON & LAGRANDE SECTIONS.

We acknowledge your letter of Feb. 21st enclosing instructions relative to employment of men and forms for that purpose in connection with the above projects.

We are in touch with National Re-Employment Office, Pendleton Oregon through its manager, Alex Manning and will cooperate with him in the employment of men on these projects.

Very truly yours,

NORTHWEST ROADS COMPANY

By
Theodore Shoemaker
President

TS:E

CC. W. C. Williams, Lagrande, Ore.
J. G. Toole, Pendleton, Ore.
Alex Manning, Pendleton, Ore.

#1605

[illegible] B

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
J. C. EDWARDS
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P O DRAWER 56

WALLA WALLA, WASH.

February 27, 1934

Northwest Roads Company,
Portland, Oregon

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

We are furnishing our products for use in the work on which the above concern are engaged on the La Grande Section of Wallowa Lake Highway, and would appreciate your filling out and returning the attached form to assist us in completing our records on this job.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA,

R.T.VIVIAN, District Sales Manager

By J. Jacobson
District Credit Man

JJ:DH
Attach

[illegible]
[illegible] LEAD
[illegible] POWER
[illegible] PERFORMANCE EVERY WAY

Nim 80 B

February 19, 1934

Northwest Roads Co.
P. O. Box 5072
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 15 for the construction of the La Grande Section of the Old Oregon Trail in Union County, and has awarded to you the contract for such work at your bid price of $4,405.00, using tar.

Please consider this letter as your authority and our request to commence immediate construction of this work.

Contract forms will be sent you shortly for execution.

Very truly yours

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 80-B, LaGrande section of the Old Oregon Trail, to the Northwest Roads Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 30, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised P.S.& E. documents for Oregon U.S.Public Works project NRM 80-B, LaGrande section of the Wallowa Lake Highway, have today been recommended for approval. This is your authority for readvertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

January 29, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans for the La Grande Section, Project No. NRM 60-B.

We are likewise enclosing five copies of page 21 of the Special Provisions on which page a clause has been added which permits the bidder, if he so desires, to submit his proposal contingent upon the award to him of both the La Grande Project and the East Pendleton Project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-80-B

LA GRANDE SECTION OF THE WALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 29, 1934.

640	cu. yds.	Excavation, Single Classification	$0.75	$ 480.00
200	yd. mi.	Truck Haul	0.20	40.00
600	cu. yds.	Gravel Base	1.50	900.00
100	" "	Key Rock in Gravel Base	2.00	200.00
0.32	mile	Preparation of Base	200.00	64.00
300	cu. yds.	Furnishing, Hauling and Placing Aggregate	4.50	1,350.00
23	tons	No. 3 Oil in Place	40.00	920.00
29	"	Tar in Place	37.00	(Alternate)
		Sub-total		$3,954.00
		10% Engr. & Cont.		395.40
		Total		$4,349.40

Length 0.325 mile

Cost per mile $13,341.71

National Recovery Municipal Funds Requested.................. $4,349.40

FORM S-M-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHW
SA

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 5, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

Herewith please find resolution (in duplicate) passed in open session by the City Commission of La Grande January 3, 1934, and signed by V. R. Mellville, President of La Grande City Commission, signifying approval of the improvements proposed by Oregon State Highway Commission under NRM 80-B.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By
Office Engineer.

WWS V

cc Mr. Baldock.

Incls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRM 80-B, LaGrande section of the Wallowa Lake Highway, 0.325 miles of bituminous macadam surfacing, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

December 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the La Grande Section, Project Number NRM 80-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Dict. by J. W. Nash/ER

Encl.

S. H. Probert
Office Engineer

Oregon State Highway Department

National Recovery Municipal
Project No. NRM-60-B

LaGRANDE SECTION OF THE WALLOWA LAKE

HIGHWAY IN UNION COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, ~~December 28, 1933~~ Jan 1934

640	cu. yds.	Excavation, Single Classification	.75	~~$ 0.60~~	$ 384.00	480.00
200	yd. mi.	Truck Haul	.20	~~0.20~~	40.00	40.00
600	cu. yds.	Gravel Base	1.50	~~1.00~~	600.00	900.00
100	" "	Key Rock in Gravel Base	2.00	~~1.50~~	150.00	200.00
0.32	mile	Preparation of Base	200.00	100.00	32.00	64.00
300	cu. yds.	Furnishing, Hauling and Placing Aggregate	4.50	~~4.00~~	~~1,200.00~~	1350.00
23	tons	No. 3 Oil in Place	40.00	~~40.00~~	920.00	920.00
39 ~~26~~	"	Tar in Place	37.00	~~37.00~~	(Alternate)	
37						
		Sub-total			~~$ 3,326.00~~	3954.00
		10% Engr. & Cont.			332.60	395.40
		Total			~~$ 3,658.60~~	4349.40

Length 0.325 mile

Cost per mile ~~$ 11,257.22~~ $ 13,341.71

National Recovery Municipal Funds Requested.............................$ 3,658.60

8.0-B

December 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

The specifications for the La Grande Project which are going forward to you today, provide that the aggregates for the bituminous macadam wearing surface be crushed from gravel from which all material below the two-inch size has been removed.

This provision is made necessary by the fact that the gravel in the vicinity of La Grande runs very fine, contains practically no material over three inches in diameter, and very little over two inches in diameter. Crushed rock is not available without a special crusher set-up, and the project is too small to justify such a set-up.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

CONTRACT#1607,

SEE:

CONTRACT#1588,

CONTRACT #1608,

NRS 232 East Fork Hood River Sec., 1934
Hood River Hwy.
1608

January 2, 1935

Mr. R. H. Jones, General Contractor
2515 Court Street
Baker, Oregon

Dear Mr. Jones:

Acknowledgment is made of the receipt of your letter of December 29 regarding claims against your Hood River bridge contract.

I regret very much that you have taken the attitude that the State Highway Department is not treating you fairly. We try to help the contractors out as much as we possibly can and expedite payments, including final payments, to the best of our ability; however, sometimes it occurs that final payment is held up because the contractor does not furnish certain required information. In the present instance, the delay has been caused by reason of the fact that you did not supply our Bridge Department with certain information required by the Federal Government. This was explained to you when you were in the office some time ago and I believe that you said at that time that you did not receive the Bridge Department's letters requesting the information. I can assure you that as soon as the information is supplied, the final voucher will be put through for payment as quickly as possible.

Regarding my notice to the bonding company that there are outstanding claims against your contract, wish to advise that it is our practice and has been our practice for many years to notify the bonding companies of all claims that are filed in this office against the bond in which they are interested, irrespective of who the contractor is. We treat all contractors alike and discriminate against none. Many times we receive requests from bonding companies for detailed information concerning claims against contracts in connection with which they appear as surety on the bond. We believe that they are entitled to this information and, accordingly, do not hesitate to give it to them. That's what occurred in the present instance. We had no knowledge until this morning that you had settled the account with the Oregon Lumber Company. A copy of their letter informing us that their claim had been paid is being sent to you today as a subject of another letter. I might state for your further information that as soon as we have knowledge that a claim against a contractor has been paid, notification is immediately given to the surety on the bond.

I again assure you, Mr. Jones, that the State Highway Department gives you the same treatment as it gives to the other contractors.

Very truly yours,

Secretary

HBG:AJ

R. H. JONES
General Contractor
2515 Court St.

Baker Ore. Dec. 29, 1934 193

Oregon State Highway Commission,
Salem Oregon.

Gentlemen:

In this mornings Mail I received a letter from Mr. Eeckler of the United States Fidelity And Guaranby Co. in which He stated that He had received a letter from you stating that I owed the Oregon Lumber Company and the Monolith Portland Cement Company for material furnished on the Hood River Bridge.

I do owe the Monolith Cement Company for Cement, but pleased be advised that I do not owe the Oregin Lumber Company any money on the Hood River job or any other job.

Mr. Gleisyer I cant understand why you wrote this to Mr Eeckles as you know those things doesn't help ones bonding any, it is bad enough to owe money, without having circulated around that one owes money when they dont.

If the State took a little interest in me to see that I received my money from them when it is due I certainly would appreciate it. If you will check up on the Hood River job you will find that I havent received an estimate since the 15th of Aug. which is nearly five months. This job wasnt completed until the last of Sept., and I should have had an estimate for Sept. for about $3,000.00 . The State is very exacting in their demands, and it seems to me that they should show a little more consideration for others.

Very Truly Yours

R. H. Jones

R. H. Jones

#1608

232

January 2, 1935

United States Fidelity & Guaranty Co.,
G. B. Eckles, Manager
1112 Bedell Building
Portland, Oregon

Gentlemen:

Attached is a copy of a letter which we have just received from the Oregon Lumber Company advising that their claim in the amount of $858.84 against R. H. Jones, for material furnished in connection with Mr. Jones' contract for bridge construction over the East Fork of Hood River, has been paid in full.

This information is given you as you appear as surety on the bond furnished by Mr. Jones on this job.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Mr. R. H. Jones,
2515 Court Street
Baker, Oregon

January 2, 1935

Oregon Lumber Company
Dee, Oregon

Attention: C. E. Dean,
Mill Sales Manager

Gentlemen:

Wish to thank you for your letter of December 31, 1934 advising that your claim against Contract R. H. Jones, for materials furnished in connection with his contract covering bridge construction over the East Fork of Hood River, has been paid.

I am today passing this information along to the surety on Mr. Jones' bond and also to Mr. Jones.

Yours very truly,
STATE HIGHWAY COMMISSION

HBG:MC

By Secretary

OREGON LUMBER COMPANY
LUMBER MANUFACTURERS
"JOHN DAY" PONDEROSA PINE
"MOUNT HOOD" DOUGLAS FIR
MILLS LOCATED AT
BAKER-BATES-DEE-WHITNEY
ANNUAL CAPACITY 150,000,000 FT.
GENERAL OFFICES
BAKER, OREGON

Dee, Oregon
December 31, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have been advised by the United States Fidelity & Guaranty Company that you have written them, stating that Mr. R. H. Jones of Baker, Oregon, still owes our Company $658.84 for materials used in the construction of the Hood River bridge job, located one mile above Dee.

We wish to advise that this account has been entirely cleaned up and therefore ask that you so advise the Guaranty Company so as to not impair Mr. Jones' chances for securing further bonds.

Yours very truly,
OREGON LUMBER COMPANY
C. E. Dean
Mill Sales Manager

CED:LM

#1608

232

December 31, 1934

Soule Steel Company
1750 Army Street
San Francisco, California

Attention of Mr. E. O. Miller, Treasurer

Gentlemen:

Receipt is acknowledged of your inquiry of December 28 regarding R. H. Jones' contract for the construction of a bridge over the East Fork of Hood River on Hood River Secondary Highway.

This project was completed on September 29, 1934 and was accepted by the Highway Commission on November 1, 1934.

Very truly yours,

AJ

TELEPHONE
VALENCIA 4141

IRON AND STEEL PRODUCTS
SSCO

SOULÉ STEEL COMPANY
IRON AND STEEL PRODUCTS
1750 ARMY STREET, SAN FRANCISCO

December 28, 1934.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Will you kindly advise us the date upon which your commission accepted the bridge of the East fork of the Hood River in Hood River County which was constructed by Mr. R.H. Jones?

Thanking you for your kindness in furnishing us this information as soon as possible, we are

Yours very truly,

SOULE' STEEL COMPANY

By: N O Miller
Treasurer.

NOM/ar

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

#1608

2-32

December 26, 1934

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1608 for the construction of a bridge over the East Fork of Hood River near Hood River on the Hood River Secondary Highway in Hood River County, has been completed by the contractor, R. H. Jones, and that final settlement will be made by the State with said contractor for work done under said contract on or after January 5th, 1935.

The State has been advised of the following claims against this contract.

Oregon Lumber Company $658.84 for material furnished and equipment rental.

Monolith Portland Cement Company $895.89 for material furnished.

You are advised that the State assumes no responsibility for the above claims, or for for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $21,235.07, including the final payment. Of this amount $59.60 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1608

MBS 232

December 14, 1934

Shell Oil Company,
1219 Westlake Ave. North,
Seattle, Washington.

Attention: Frank J. Hurner, Div. Credit Mgr.

Gentlemen:

In response to your inquiry of December 12th we wish to advise that the R. H. Jones contract No..1608 for the construction of a bridge over the East Fork of Hood River in Hood River County, was completed on September 29, 1934. This contract was accepted by the Highway Commission on November 1, 1934.

Very truly yours,

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY

SHELL PETROLEUM PRODUCTS

SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

December 12, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Oregon State Highway Contract
No. 1608, R. H. Jones, Contractor

We understand that the above contract has been completed by the contractor and accepted by your department.

If this is correct, will you kindly let us know on what date the contract was accepted?

Yours very truly,

SHELL OIL COMPANY

Frank J. Hurner,
Division Credit Manager

DEB:ET
Enc.

#1608

NRS 232

November 26, 1934

Hon. P. J. Stadelman
Secretary of State
Capitol Building

Dear Sir:

This acknowledges receipt of your letter of November 24th with attached copies of notice of claim which has been filed by Monolith Portland Cement Company against the bond taken from R. H. Jones in connection with State Highway Contract 1608 which was awarded to Mr. Jones for bridge construction over the East Fork of Hood River.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

HBG:OG

Secretary.

November 26, 1934

Mr. G. B. Eckles, Agent
United States Fidelity & Guaranty Company
Porter Building,
Portland, Oregon

Dear Sir:

We are attaching a copy of notice of claim which has been filed by Monolith Portland Cement Company against the bond furnished by R. H. Jones on connection with State Highway Contract #1608 covering bridge construction over the East Fork of Hood River in Hood River County. This claim amounts to $895.89 and represents cement furnished the contractor.

This information is given you as you appear as surety on the bond involved.

Very truly yours,

Secretary.

HBG:OB
encl.

cc R. H. Jones
2515 Court Street
Baker, Oregon

GEO. H. FLAGG,
CHIEF DEPUTY

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

November 24, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Monolith Portland Cement Company for $895.89 against the bond taken from R. H. Jones for work on a bridge over East Fork of Hood River, contract No. 1608.

Please acknowledge receipt of the copies.

Yours very truly,

P. J. Stadelman
Secretary of State

HM
encs. 3

COPY

MONOLITH PORTLAND CEMENT COMPANY
215 West Seventh Street
Los Angeles, California

November 23, 1934.

201 Worcester Building
Portland, Oregon

Mr. P. J. Stadelman, Secretary of State
State of Oregon,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Monolith Portland Cement Company, has a claim for Portland cement furnished in the sum of Eight hundred ninety five dollars and eighty nine cents ($895.89) against the bond taken from R. H. Jones for construction of bridge No. 1939, Oregon State Highway contract No. 1608, job prefix 114P. A. N. R. S. 232, bridge over East Fork of Hood River in Hood River County.

Yours very truly,

MONOLITH PORTLAND CEMENT COMPANY

BEN E. TESCHNER, (signed)
Ben E. Teschner
District Representative

BET:M
CC: C. C. Reeves
Ore. State Hiway Com.

Endorsed: File No. 2461
Filed November 24, 1934
P. J. STADELMAN,
Secretary of State

#1608

232

MONOLITH PORTLAND CEMENT COMPANY

MONOLITH PORTLAND CEMENT COMPANY

215 WEST SEVENTH STREET
LOS ANGELES, CALIFORNIA

November 23, 1934.

RECEIVED

Mr. F. J. Stadelman, Secretary of State
State of Oregon,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Monolith Portland Cement Company, has a claim for Portland cement furnished in the sum of Eight hundred ninety five dollars and eighty nine cents ($895.89) against the bond taken from R. H. Jones for construction of bridge No. 1339, Oregon State Highway contract No. 1608, job prefixed 114F.A. N.R.S. 252, bridge over East Fork of Hood River in Hood River County.

Yours very truly,

MONOLITH PORTLAND CEMENT COMPANY

Wm. E. Teschner
District Representative

EET:M
CC: C.C.Reeves
Ore.State Hiway Com.

October 9, 1934

Soule Steel Company
1750 Army Street
San Francisco, California

Attention: Mr. N. C. Millar

Gentlemen:

Reference is made to your letter of October 5 requesting the name of the surety company furnishing the bond for Mr. R. H. Jones in connection with his contract with the Oregon State Highway Commission for the construction of the bridge over the east fork of Hood River on Hood River Secondary Highway in Hood River County.

The bond was written by the United States Fidelity & Guaranty Company for whom G. B. Eckles is the Manager with offices in the Porter Building, Portland, Oregon.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY
IRON AND STEEL PRODUCTS
1750 ARMY STREET, SAN FRANCISCO

October 5, 1934.

Oregon Highway & Commission,
Salem,
Oregon.

Gentlemen:

Will you kindly advise us the name of the Company which wrote the bond for Mr. R.H. Jones in connection with his contract for the construction of the Hood River Bridges?

Thanking you for this information, we are

Yours very truly,

SOULE' STEEL COMPANY

N O Miller

NOM/ar By:

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

Portland 104 10m 4-2-34

H-18

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
GAYLORD B. ECKLES, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

232

July 30, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: 58238-12-825-34 - R. H. Jones

The above captioned bond covers contract of Mr. Jones to construct a bridge over the East Fork of Hood River on the Hood River Secondary Highway near Dee, Hood River County, Oregon.

We enclose herewith our form inquiry blank which we ask that you have completed and return to us as promptly as possible, in order that we may be advised of the present status of this contract.

Thanking you for your usual prompt attention, we are

Yours very truly,

Assistant Manager

EC

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRS 232

POST OFFICE BUILDING
PORTLAND, OREG.

July 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
JUL 12 1934
[illegible]
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Canfield
L. J. Canfield
Highway Engineer

Encls.

Iron

H4pr. 20523

RECEIVED

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRS-232.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 28th day of December, 1933, a project statement, which was approved by the Secretary on the 29th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section of~~ said project which were recommended for approval by the United States District Engineer on the 31st day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-four thousand, thirty-six and 37/100 dollars ($24,036.37) as the share of the United States payable under said act on account of ~~Section of~~ said project, which is ~~does not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 65+50 and survey station 74+80 all near the center of Section 18, T 1 N, R 10 E, W.M., , length 0.176 of a mile~~s~~, in Hood River County, being ~~Section~~ of Oregon U. S. Public Works project No. NRS-232, consisting of 0.136 of a mile~~s~~ of roadway and one bridge~~s~~, ~~spans~~ of more than 20 feet clear span, 0.040 of a mile in length, known locally as the East Fork Hood River Bridge Section of the Hood River Highway.

5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of xxxxxxxxxxxxxx said project shall not in any event exceed the sum of twenty-four thousand, thirty-six and 37/100 dollars ($24,036.37), certified to the Secretary of the Treasury as above mentioned, which xxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxx is xxxxx the approved total estimated cost of xxxxxxxxxxxxxx said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 28 day of June, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By C K Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~[illegible]~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By [illegible]
Acting Chief, Bureau of Public Roads

Form PR. 3 - Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. NRS-232. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 24,036.37 as the total estimated cost of said project, and the sum of $ 24,036.37 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 28 day of June one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

By Wilson
Acting Chief, Bureau of Public Roads

#1608

nrs 232

June 22, 1934

United States Fidelity & Guaranty Co.
G. B. Eckles, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are attaching copy of statement furnished us by the Oregon Lumber Company of Dee setting forth their claim in the amount of $658.84 against R. H. Jones for material furnished and rental of equipment in connection with State Highway Contract No. 1608 which was awarded Mr. Jones for bridge construction over the East Fork of Hood River on Hood River Secondary Highway.

This information is given you as you appear as surety on the bond involved.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

cc - Mr. R. H. Jones
2515 Court Street
Baker, Oregon

June 22, 1934

Oregon Lumber Company
Dee, Oregon

Attention: Mr. Tom Barron

Gentlemen:

This acknowledges receipt of your letter of June 21 enclosing statement of your claim against R. H. Jones being in the sum of $4658.84 representing materials furnished Mr. Jones in connection with State Highway Contract No. 1608 which was awarded to him for bridge construction over the East Fork of Hood River on Hood River Secondary Highway.

In connection with this contract Mr. Jones was required to furnish a surety bond for the protection of all just debts incurred against the project. This bond was written by the United States Fidelity & Guaranty Company, for whom [illegible] ~~C. S. Price~~ is the Resident Agent with offices in the Porter Building, Portland. Would suggest that you communicate with the surety company regarding your claim and also that you file notice of your claim with the Secretary of State in conformance with Chapter 280, Oregon Laws, 1931, a copy of which is enclosed for your information. This action is recommended for the reason that unless claim is filed prior to the expiration of a period of six months from the date of completion of the project the bond is automatically released from obligation.

In accordance with our usual practice we are today notifying the bonding company and the contractor that your claim has been filed in this office.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

OREGON LUMBER COMPANY
LUMBER MANUFACTURERS
"JOHN DAY" PONDEROSA PINE
OLC
"MOUNT HOOD" DOUGLAS FIR
MILLS LOCATED AT
BAKER-BATES-DEE-WHITNEY
ANNUAL CAPACITY 150,000,000 FT.
GENERAL OFFICES
BAKER, OREGON

Dee, Oregon
June 21, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to file the enclosed statement covering lumber supplies furnished on the Trout Creek Bridge up to June 1, 1934.

Yours very truly,
OREGON LUMBER COMPANY

Tb:LM

PRODUCERS OF QUALITY LUMBER SINCE 1889

OREGON LUMBER COMPANY
LUMBER MANUFACTURERS
DEE, OREGON

May 31, 1934

YOUR ORDER
OUR ORDER
SHIPPED FROM
CAR
F. O. B.

Sold to ,Mr. R. H. Jones
Dee, Oregon

Material furnished by Oregon Lumber Company for Trout Creek Bridge

March	26	Supplies	$ 6.65
	29	"	2.15
April	1	Lumber	13.90
	9	"	322.59
	14	"	57.71
		"	.77
	18	"	38.96
	19	"	3.29
	20	"	23.96
		"	52.99
	25	"	.40
May	7	"	6.77
	11	"	6.47
	14	"	64.88
	16	"	104.64
		"	31.79
	17	"	4.87
	28	"	24.56
	30	Rental Gas Shovel	225.00
			$ 992.35
June	14	Cash	333.51
			$ 658.84

Ins 232

April 16, 1934.

Mr. R. H. Jones
2515 Court Street
Baker, Oregon

Dear Sir:

We are today forwarding by express an executed copy of the contract recently awarded to you for the construction of a bridge over the East Fork of Hood River on the Hood River Secondary Highway in Hood River County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

#1608

April 9, 1934

Shell Oil Company
Hood River, Oregon

Attention: M. C. Hatton,
Local Manager

Gentlemen:

Your letter of April 2 addressed to Honorable P. J. Stadelman, Secretary of State, has been referred to this office for reply.

The contract about which you inquire is No. 1608 and was awarded by the State Highway Commission to R. H. Jones, 2515 Court Street, Baker, Oregon. The amount of the contract is $21,851.25 and the bond furnished is in the same amount. The bond was written by the United States Fidelity & Guaranty Company for whom C. O. Price is the local manager with offices in the Porter Building, Portland. The date of completion specified in the contract is August 31, 1934.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

JM:MC

lly referred to Mr. R. H. Baldock, State Highway Engineer
State Highway Commission

P.J. Stadelman, Secretary of State. 4/7/34

SHELL OIL COMPANY

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Hood River, Oregon,
April 2, 1934.

Mr. P.J. Stadelman,
Secretary of State,
Salem, Oregon.

Dear Sir;

The State of Oregon recently awarded a contract for the building of a bridge over the East Fork of Hood River near Dee, Oregon.

In order that we may complete our file on this project will you please give us the following information; contract number, principal contractor and his address, bonding company furnishing surety, name of agent for bonding company, address of each, amount of contract, amount of bond, and approximate date set for completion of work.

Very truly yours,

SHELL OIL COMPANY

~~M.C. HATTON, LOCAL MANAGER.~~

RJD

SECRETARY OF STATE
RECEIVED
APR 4 - 1934
P. J. STADELMAN

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

March 22, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U. S. Public Works project NRS 232, bridge over East Fork of Hood River, to R. H. Jones, Baker, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Mo 232

March 19, 1934

Mr. R. H. Jones
2515 Court Street
Baker, Oregon

Dear Sir:

Confirming my telegram to you on March 17th, the State Highway Commission, on March 17, 1934, awarded to you the contract for the construction of bridge No. 1939 over the east fork of Hood River on Hood River Secondary Highway near Dee in Hood River County at your bid price of $21,851.25 which you submitted to the Commission on February 15, 1934. The contract and bond forms will be sent to you under separate cover for your acceptance and execution.

As stated in our telegram, you are authorized to commence construction operations immediately and we would be pleased if you would do so.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Bridge Department

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	FULL RATE	☐
DAY LETTER	☐	DEFERRED	☐
NIGHT MESSAGE	☐	NIGHT LETTER	☐
NIGHT LETTER	☐	WEEK END LETTER	☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON
MARCH 17 1934

R H JONES CONTRACTOR
BAKER OREGON

STATE HIGHWAY COMMISSION HAS TODAY AWARDED YOU CONTRACT FOR CONSTRUCTION OF BRIDGE NUMBER ONE NINE THREE NINE OVER EAST FORK HOOD RIVER FOR WHICH YOU SUBMITTED LOW BID ON FEBRUARY FIFTEENTH NINETEEN THIRTY FOUR STOP THIS WIRE IS YOUR AUTHORITY TO COMMENCE CONSTRUCTION OPERATIONS IMMEDIATELY STOP CONTRACT FORMS FOLLOW SHORTLY

H B GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

Dict. by J. W. Nash/ME

Encl.

March 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the East Fork of Hood River Bridge, Project No. NRS 232.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

January 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the East Fork, Hood River Bridge, Project No. NRS 232.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS [illegible]

EAST FORK HOOD RIVER BRIDGE SECTION
OF THE HOOD RIVER SECONDARY HIGHWAY IN
HOOD RIVER COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 27, 1934

Bridge

230	cu. yds.	Excavation	$ 4.00	5	$ 920.00
10	" "	Excavation below plans	6.00	8	60.00
35	" "	Class "B" Concrete	21.00	20	735.00
140	" "	" "A" "	22.00	20	3,080.00
160	" "	" "D" "	22.00	18	3,520.00
62,000	lbs.	Metal Reinforcement	0.06	5	3,720.00
100,000	"	Structural Steel	0.07	6	7,000.00
440	lin. ft.	Concrete Handrail	4.00	4.50	1,760.00
All Required		Removal of Old Bridge and Maint. Traffic		500	750.00
		Sub-total			$ 21,545.00
		10% Engr. & Cont.			2,154.50
		Total			$ 23,699.50

Roadwork

All Required		Clearing and Grubbing		$ 100.00
2,200	cu. yds.	Excavation, Single Classification	$ 0.60	1,320.00
1,500	yd. sta.	Overhaul	0.03	45.00
500	yd. mi.	Truck Haul	0.20	100.00
40	lin. ft.	Salvaging Culvert Pipe	0.80	32.00
400	cu. yds.	Selected Roadbed Topping	0.60	240.00
250	" "	Gravel Surfacing	1.75	437.50
50	" "	Filler	0.50	25.00
25	yd. mi.	Hauling Filler	0.20	5.00
		Sub-total		$ 2,304.50
		10% Engr. & Cont.		230.45
		Total		$ 2,534.95

Length of Bridge	0.040 mile
" " Roadway	0.136 "
Total Length	0.176 "
Cost per mile, Roadway	$ 18,639.33

National Recovery Secondary Highway Funds Requested:

Bridge	$ 23,699.50
Roadway	2,534.95
	$ 26,234.45

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of plans, specifications and estimate covering proposed Oregon U. S. Public Works Project NRH 233, Meiners Ranch-Pendleton Section of the Cold Springs Highway.

Reviewing these papers, it is noted that the specifications call for quarries opposite certain mile points. However, these mile points are not shown on the plans, and there is no way of locating them on the plans. In this connection, there is a dice rock quarry at the junction of this road with the Old Oregon Trail, and while the use of this quarry would involve an uphill haul, it is possible that some contractor might desire to use it. We are of the opinion it should also be specified in the special provisions and machine methods allowed. It is suggested this be given consideration. Recommendation for approval will be withheld pending advice from you on this matter.

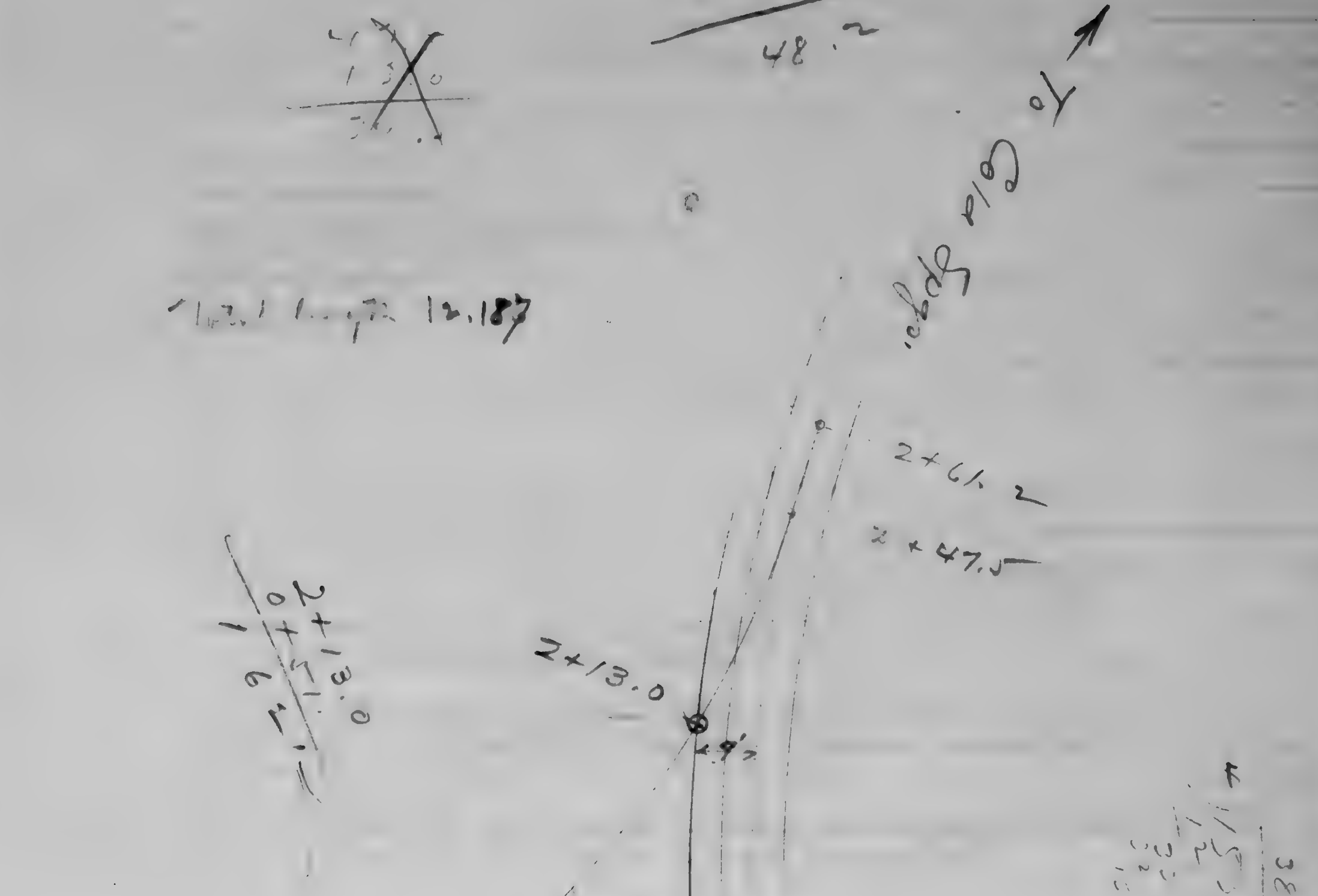
We also note the length of the project is shown as 12.196 miles which takes into consideration both legs of the wye. As the width of the surfacing should be deducted on one leg, we have scaled the length as closely as possible and figure the length as 12.186 miles. Also, the equation shown on the profile, sheet 11, of 167.7 feet seems to be in error. The amount shown on the plans is evidently correct.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

2 + 61.2
2 + 13.0
48.2


12.187
To Gold Spgs.
2+61.2
2+47.5
2+13.0
0+57.0
156.0
2+13.0
0+57.0
To Pendleton
10.
6.20

March 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your letter of February 28th, in regard to Project NRH 233, this will advise that our principal reason for not specifying the quarry prospect at the junction of the Cold Springs Highway and the Old Oregon Trail as a source of materials, is that it would be a very expensive quarry site to acquire and operate because of its being located on a golf course and close to the state hospital for the insane.

Other reasons are that its use would increase the average haul for the job about one-half mile and would increase the distance of heavy upgrade haul about one mile.

Under the conditions above cited, we ask that we be not required to specify this site as a source of materials.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 232

EAST FORK HOOD RIVER BRIDGE SECTION

OF THE HOOD RIVER SECONDARY HIGHWAY IN

HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, ~~March~~ April 13, 1934

Bridge:

230	cu. yds.	Excavation	$5.00	$ 1,150.00
10	" "	" below plans	8.00	80.00
35	" "	Class "B" Concrete	20.00	700.00
140	" "	" "A" "	20.00	2,800.00
160	" "	" "D" "	18.00	2,880.00
62,000	lbs.	Metal Reinforcement	0.05	3,100.00
100,000	"	Structural Steel	0.07	6,000.00
440	lin. ft.	Concrete Handrail	4.50	1,980.00
All Required		Removal of Old Bridge and Maintenance of Traffic		500.00
		Sub-total		$19,190.00
		10% Engr. & Cont.		1,919.00
		Total		$21,109.00

Roadwork:

All Required		Clearing and Grubbing		$ 400.00
2,200	cu. yds.	Excavation, Single Classification	$0.50	1,100.00
1,500	yd. sta.	Overhaul	0.03	75.00
500	yd. mi.	Truck Haul	0.15	75.00
40	lin. ft.	Salvaging Culvert Pipe	0.25	10.00
400	cu. yds.	Selected Roadbed Topping	0.80	320.00
250	" "	Gravel Surfacing	2.50	625.00
50	" "	Filler	1.00	50.00
25	yd. mi.	Hauling Filler	0.25	6.25
		Sub-total		$2,661.25
		10% Engr. & Cont.		266.12
		Total		$2,927.37

Length of Bridge	0.040	mile
" " Roadway	0.136	"
Total Length	0.176	"

Cost per mile, Roadway $21,524.77

National Recovery Secondary Highway Funds Requested:

Bridge	$21,109.00
Roadway	2,927.37
	$24,036.37

State funds for construction: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 248, laws 1931
State funds for maintenance: Chap. 41, laws 1927; chap. 248, laws 1931.

FORM B-S-1 13294 1M 1 34

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer

C. B. McCULLOUGH
Bridge Engineer

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

February 16, 1934.

Mr. R. H. Jones
2515 Court Street
Portland, Oregon.

Dear Sir:

Award of contract for the bridge across the East Fork of Hood River in Hood River County for which you were the low bidder is being held by the Highway Commission. Before this award can be made it will be necessary that you file a statement with this office to the effect that all sand and gravel purchased for use in connection with this job will be purchased from a dealer who is registered under the sand and gravel code.

We will be glad to hear from you in regard to this matter at the earliest possible date.

Very truly yours,

C. B. McCullough
Bridge Engineer

CBM:AP

cc Mr. R. H. Baldock ✓
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February [illegible], 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Acting Chief of Bureau on January [illegible], 1934, approved the project statement for Oregon U. S. Public Works project No. NRS [illegible], involving the construction of a bridge and approaches 0.[illegible] of a mile in length, across East Fork Hood River on the Hood River Highway in Section 13, T. 1 N., R. 10 E., Hood River County.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRS 232, the East Fork of Hood River bridge and approaches, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

December 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the East Fork Hood River Section of the Hood River Highway to which has been assigned No. NRS-232.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

STATE Oregon

PROJECT NO. [illegible]
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
~~FEDERAL AID ROAD ACT~~
~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto~~
Approved June 16, 1933

(Date) December [illegible], 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An Act ~~to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ to encourage national industrial recovery, to foster fair competition, and to provide for the construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road E. Fork Hood River Bridge, Hood River Highway

2. Between ~~control points of official designation~~: a point in N.E. 1/4, Sec. 18, T. 1 N., R. 10 E. and a point in S.E. 1/4 Sec. 18, T. 1 N., ~~xxx~~ R. 10 E.

3. Between intermediate control points if used: ______ and ______

County of Hood River

4. Length in miles (gross) 0.2 (net) 0.2

5. Preliminary estimate of cost: Total, $ 24,500; section of road to be first improved, $ 24,500, of which $ 24,500 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ______ (Amount.)
Sufficient to insure completion; Chap. 175, laws 1917; Chap. 31, laws 1930; Chap. [illegible], laws 1932.
(Source; refer to statute.)

(b) County ______
(Amount.) (Source; refer to statute.)

8—5072

State

7. Funds for maintenance to be provided by ______________________________, from the following

Current Income Chap. 41, Laws 1917 [illegible] Laws [illegible]

sources: ______________________________

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: ______________________________

Treasurer of the State of Oregon

____

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: ______________________________

____

____

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: ______________________________

____

____

11. Additional remarks: ______________________________

____

____

____

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

____
(Official title of Highway Department.)

By ______________________________

Chairman
____
(Title of officer.)

By ______________________________

Commissioner
____
(Title of officer.)

By ______________________________

Commissioner
____
(Title of officer.)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

STATE Oregon
PROJECT NO. NRS 232
(Not to be filled in)

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) Dec 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road E. Fork Hood River Bridge, Hood River Hwy

2. Between control ~~points of official description~~: a point in NE ¼ Sec 18 T1N R10E ~~and~~ and a point in SE ¼ Sec. 18. T1N, R10E

3. Between intermediate control points if used: .... and ....

County of Hood River

4. Length in miles (gross) 0.2 (net) 0.2

5. Preliminary estimate of cost: Total, $[illegible]; section of road to be first improved, $24,300,

of which $24,300 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ....
(Amount.)

....
(Source; refer to statute.)

(b) County ....
(Amount.) (Source; refer to statute.)

....

7. **Funds for maintenance to be provided by** State, **from the following**
(State or (and) county.)

sources: Current Income: Chap 41, Laws [illegible]; Chap 278, Laws 1932
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the
State Hy [illegible]

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. **Additional remarks:**

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

[illegible] State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

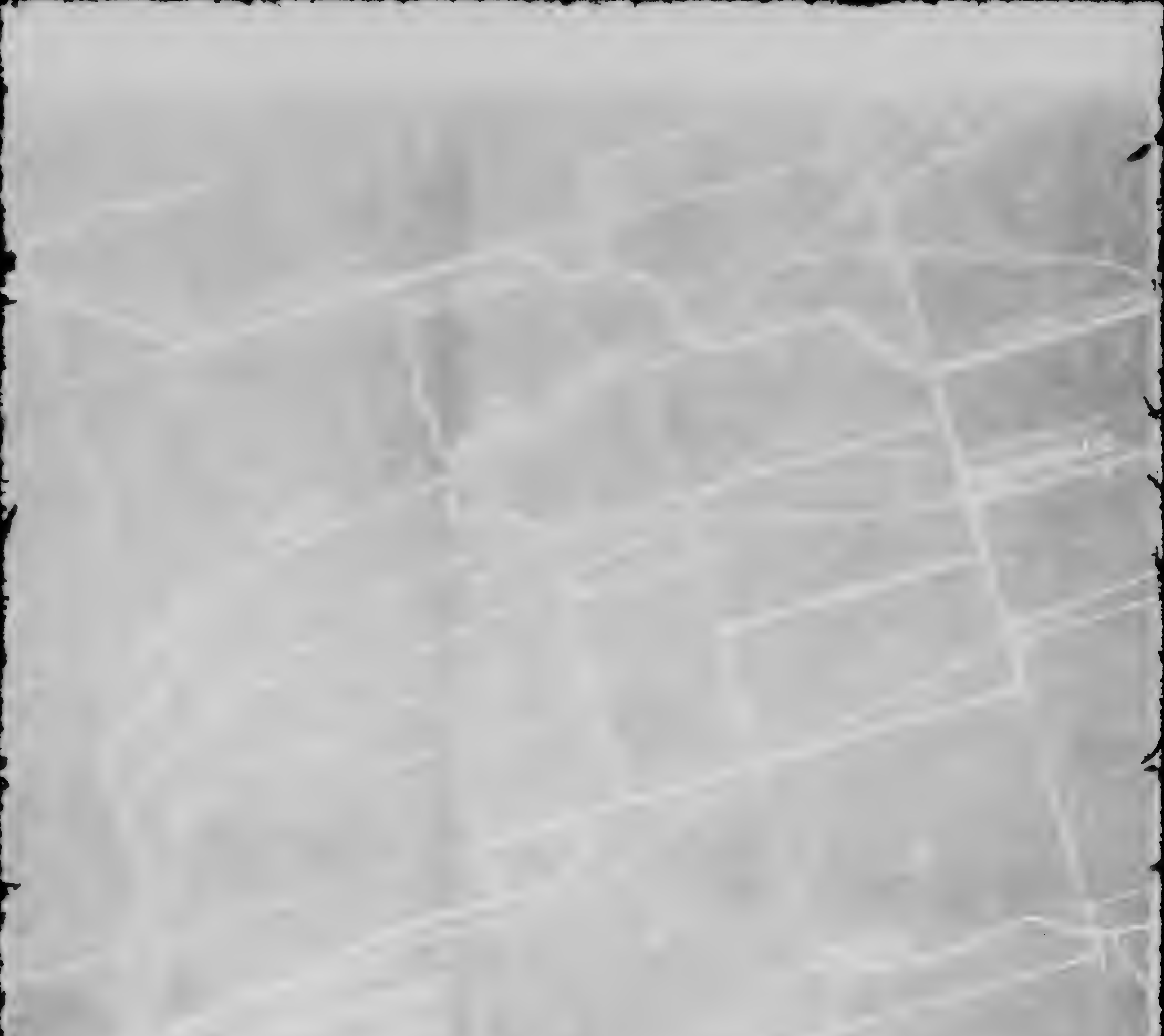
By

[illegible]
(Title of officer.)

By

(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—[illegible]



CONTRACT #1609,

NRM 168-F Portland-Milwaukie Sec., 1934
South Unit

1609

[redacted]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
DEC 2 - 1937
OREGON
STATE HIGHWAY COMMISSION

December 1, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of November 27th we enclose a copy of a memorandum explaining the deduction from the final voucher for Oregon U.S.Public Works project NRM 168-F (1935), south unit of the Portland-Milwaukie section of the East Portland-Oregon City highway.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Encl.

G

July 23, 1937

C-1

Memorandum to accompany final voucher in triplicate on Oregon Public Works Project No. ERM 168 F (1935) covering the period March 8, 1935 to January 29, 1936, submitted in the amount of $4,379. The voucher has been reduced $4.00.

The voucher as submitted claims payment in the amount of $4,379.00, whereas only $4,375.00 may be allowed. Necessary corrections have been made and the voucher is being passed for payment in the amount of $4,375.00.

Division of Control

By__________________
Chief Accountant

ITEMS ELIMINATED

In the amount claimed for "Auto Operation - $30.09" there has been included $4.40 for rental of State owned Car E-100 for which payment is being disallowed as rental of State owned equipment is ineligible for Federal participation. The disallowance of this item causes a net deduction from the amount claimed of $4.00.

G 13

RECE

168-F

November 27, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the final voucher for Project No. NRM 168-F (1935) which was submitted in the amount of $4,379.00.

Payment was made in the reduced amount of $4,375.00, and we are unable to find in our files any explanation for the reduction of $4.00. To complete our records, will you please furnish a statement setting forth the items which were deleted from the voucher.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MR

RECEIVED
MAY 12 1937
FOR FILING
168-F

May 11, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Please be advised that the date of beginning landscaping work on Projects Nos. NRM 168-F (1935) and NRH 168-D (1935) was March 8, 1935.

This information was requested in your letter of April 30, 1937.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

April 30, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please advise us when work began on Oregon USPW project NRH 168-F (1935), landscaping south unit Portland to Milwaukie, so that we can include the information in our final report for the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

August 6, 1936.

1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon NRH 168-F (1935) South Unit of Portland-Milwaukie Section, East Portland-Oregon City Highway, was made by a representative of this office on July 24, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

June 13, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of June 2, 1936, we are today sending, under separate cover, three copies of the agreement between the Southern Pacific Railway Company and the State Highway Commission concerning the construction of the Milwaukie Undercrossing, Project No. NRH 168-G, and three copies of order No. 2244 issued by the Public Service Commission in connection with the construction of the P. E. P. Undercrossing, Project No. NRH 168-F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 2, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We do not find in our files copies of the agreements between the State and railroad companies in connection with the construction of undercrossings on Oregon USPW projects NRH 168-F and NRM 168-G.

Will you please furnish us with three copies of each agreement in order that we may forward the final vouchers for payment without further delay.

Will you also please forward the copies of test reports requested in our letter of May 19.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

168-7

NRH 168-7
6

May 28, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the final voucher for the South Unit, Portland-Milwaukie Section, Project No. NRH 168-A.

The final cost of the roadwork on this project has resulted in an overrun in cost and the final cost of the PEP Undercrossing structure is less than the estimated amount, so it is our desire to utilize the excess NRH Funds that were set up for the structure on the cost of the roadwork.

In anticipation that this procedure will meet with your approval, the final voucher for the project, recently submitted, was prepared on this basis.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

168-7

May 12, 1936

Parker-Schram Company
511-515 Couch Building
Portland, Oregon

Gentlemen:

We find upon investigation that you were not notified of the action taken by the State Highway Commission on your request of December 12, 1934 for an extension of time in which to complete your contract for the construction of a railroad bridge over the East Portland-Oregon City Highway in Clackamas County. There follows an excerpt from the minutes of the State Highway Commission meeting held on January 31, 1935 covering this matter.

> "Parker-Schram Company, Contract No. 1630, construction of a railroad bridge over the East Portland-Oregon City Highway in Clackamas County, requested an extension of time from September 15 to December 11, 1934 in which to complete this job, giving as their reason that their work was handicapped by reason of the longshoremen's strike in Portland, which prevented the delivery of steel and other materials going into this structure. The Engineer advised that the reasons given by the contractors for the delay are correct. He further advised that the traveling public has not been inconvenienced by the delay, neither has the State incurred any extra expense for engineering. He recommended that the extension requested be granted without penalty. The Commission approved the recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP
cc Bridge Dept.

Form 20—21760—4M—5-35

144-7

ORE STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT
FOR SURVEYS ONLY

Date February 1, 1936

Job name South Unit,
Portland-Milwaukie sec.

Week from Jan 26, 1936 **to** Feb. 1, 1936

Mail address Milwaukie, [illegible]

Highway East Portland-Oregon City

Telegraph or telephone address

County Clackamas **Job Prefix** 2-1103

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] [illegible] S trees, and stakes to stake and tie [illegible].

[illegible] [illegible] [illegible]. Stakes and tied trees.

[illegible] 4 [illegible] [illegible] trees. [illegible] trees

[illegible] [illegible] [illegible] work.

Signed [illegible] Riley

Title Timekeeper

USE BACK IF ADDITIONAL SPACE IS REQUIRED

R. H. Baldock

Assistant Division Engine

Day of Week	WEATH ONDITIONS A. M.	P. M.
Sunday . . .		
Monday . . .		
Tuesday . . .		
Wednesday . .		
Thursday . .		
Friday . . .		
Saturday . . .		

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage o ction to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

R. H. Baldock

Assistant Division Engine

Form 20—21763—6M—5-35

1687

ORE[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT
FOR SURVEYS ONLY

Date January 25, 1936

Job name Portland-Milwaukie Sec.,

Week from Jan. 19 to Jan. 25, 1936

Mail address Jennings Lodge

Highway East Portland-Oregon City

Telegraph or telephone address

County Clackamas Job Prefix 3-1103

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday:— Replanted 17 trees and 11 shrubs.
Tuesday:— Thirteen trees.
Thursday:— Eleven trees.
Friday:— Twenty Trees.
Saturday:— Office work — weekly reports.

Signed [illegible] Riley

Title Timekeeper

USE BACK IF ADDITIONAL SPACE IS REQUIRED

[illegible] Assistant Division Engine

Day of Week	WEAT[illegible]ONDITIONS	
	A. M.	P. M.
Sunday	Rain	Cloudy
Monday	Pt. Cloudy	Pt. Cloudy
Tuesday	Fog	Fog
Wednesday	"	"
Thursday	"	"
Friday	"	Fair
Saturday	Fair	"

INSTRUCTIONS

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Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of [illegible]tion to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

USE BACK IF ADDITIONAL SPACE IS REQUIRED

E. H. Hallock Assistant Division Engine

Form 39—21763—6M—3-35

168-7

ORE[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT
FOR SURVEYS ONLY

Date January 15, 1936

Job name South Unit
Portland [illegible]

Highway East Portland-Oregon City

County Clackamas Job Prefix [illegible]

Week from Jan [illegible] to Jan 15 [illegible]

Mail address [illegible]

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] reported to work this morning. (Six [illegible] the [illegible] office.) Dug out all dead [illegible]

[illegible] 5 trees [illegible] 25 vines at stations 381 to 389.
A[illegible] to come to work Monday.

Signed L. F. Riley

Title [illegible]

USE BACK IF ADDITIONAL SPACE IS REQUIRED

E. H. Baldock Assistant Division Engine

Day of Week	WEATH[illegible]ONDITIONS	
	A. M.	P. M.
Sunday . . .		
Monday . . .		
Tuesday . . .		
Wednesday . .		
Thursday . .		
Friday . . .		
Saturday . . .		

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage o[illegible]*tion to be surveyed* ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

[illegible] Assistant Division Engin

168709

November 9, 1935.

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

On August 1 you were advised that it was the intention of the State Highway Commission to make final payment to Ellefsen-Weygandt Company, in connection with Contract No. 1609, South Unit Portland-Milwaukie Section in Clackamas County and that the total amount which would be paid the contractors would be $162,314.75.

Since that time an adjustment has been made and the total amount paid will now be $163,267.45.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

1687.9

November 7, 1935.

Edlefsen-Weygandt
Columbia Blvd. & Penninsula Ave.
Portland, Oregon

Gentlemen:

We hand you herewith one fully executed copy of agreement covering certain work on the south Portland-Milwaukie Section in Clackamas County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

Encl.
JM:CE

cc - Mr. S. H. Probert

Mr. Probert: I have kept the original copy of this agreement for the Commission files. One executed copy is handed you herewith for your files.

HBG

[illegible] Assistant Division Engine

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
Stencil No. 124 DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. USPW NRH 168-F (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

FDE:AH
R. H. Baldock

F. D. EASON,
Assistant Division Engine

Fuj. 21862

Form P. R. 2

State ......Oregon..................

U. S. Public Works Highway Project No. ..[illegible] 168, Sec. F

(1933)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

FDE:AM
R. H. Baldock

F. D. EASON,
Assistant Division Engine

PROJECT AGREEMENT

Memorandum of Agreement made this 17th day of June, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto: particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section 7 of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, seven hundred eighty three and 47/100 dollars ($3,783.47) as the share of the United States payable under said act on account of Section 7 of said project, which ~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

F. D. EASON,
Assistant Division Engine

FDE:AM
E. H. Baldock

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State **from funds apportioned under the act of June 18, 1934.**
(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 337+42.5, the north city boundary of Milwaukie and survey station 389+65 in Clackamas Street near S.E. 28th Avenue,**

, length **0.968 of a** mile~~s~~, in **Clackamas** County, being Section **F** of **Oregon U.S.Pub.Wks.Hwy.** project No. **[illegible] 163/ (1935)**, consisting of **0.968 of a** mile~~s~~ of roadway and **no** bridges~~, each~~ of more than 20 feet clear span, ~~or a mile in length~~. **known locally as the south unit of Portland-Milwaukie Section of East Portland-Oregon City Highway, between official control points Portland and Milwaukie.**

FDE:AM
E. H. Haddock

F. D. EASON,
Assistant Division Engine

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

F. D. EASON,
Assistant Division Engine

FDE:AM
E. H. Laldock

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of three thousand, seven hundred eighty three and 47/100 dollars ($3,783.47), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

~~[illegible]~~ ~~is~~ ~~[illegible]~~ the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chapter 41, Laws of 1927.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5516

By

F. D. EASON,
Assistant Division Engine

FDE:AM
R. H. Baldock

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 10th day of September, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

F. D. EASON,
Assistant Division Engine

FDE:AM
R. H. Baldock

Form PR. 3 -Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Pub. Wks. Hwy. Project No. NRH 168-F (1935) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 3,785.47 as the total estimated cost of said project, and the sum of $ 3,785.47 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 10th day of September one thousand nine hundred and thirty-five

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934

By

FDE:AM

F. D. EASON,
Assistant Division Engine

FORM 8-B-1 89400 500 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. [illegible]ICH, PENDLETON
CARL WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

August 16, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith,
Construction Engineer,
Office.

Dear Sir:

Herewith the letter and claim of the Edlefsen-Weygandt Company for the additional cost over estimate of paving and completing the South Unit of the Portland-Milwaukie Section of the Super Highway. This work was performed this spring under the verbal agreement of yourself and Mr. Edlefsen that an adjustment would be made to cover any loss. This letter and claim was referred to this office for report.

Also attached is a report and an analysis of the claim by Mr. Clymer, who, on my instruction, went into the contractors' record to make a check of the various items. You will note that the contractors' claim shows credits from estimate items of $6,645.28. Mr. Clymer has found additional credit items on this account due to a correction in the sand cushion, trench excavation and force account, which increases the credit to $6,776.92. He has made various other corrections in the contractors' charges, as will be indicated by a comparison of the two accounts, so that Mr. Clymer's costs total $7,670.42 as against the contractors' total of $8,920.38. This is primarily due to corrected allowances on equipment rental and a reduction of the contractors' 15 per cent allowance to cover overhead to 4 per cent. It would appear that the 4 per cent would be ample to cover the actual cost of small tools and overhead charges. The matter of profit is, of course, eliminated from this consideration.

Mr. Clymer's statement then shows a net loss to the contractors of $898.50, as against the contractors' claim of $2,265.10. It is Mr. Clymer's belief, that due to the difficulties of this particular portion of the contract, and the completion of same in accordance with the original plans at the end of the season when weather conditions were becoming bad, that the contractors could not have possibly made a profit on this section and therefore no profit should be taken into consideration for the completion of the work later in the spring. It was, however, as above stated, agreed verbally that the contractors would be recompensed for any loss over the contract costs by reason of the delay and reorganization of the crew to do the work at the later period.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

F. D. EASON,
Assistant Division Engine

FDE:AM
R. H. Baldock

Form [illegible]—5M—3-34

GON STATE HIGHWAY COMMISSION

16 147.8 9 1935

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6, 1935, 193

Section Milwaukie - Portland, South Unit

Kind of work Grading and Paving

Highway East Portland - Oregon City

Section prefix 3 PU

Contractor Edlefsen - Weygandt

Contract number 1609

Date of contract March 22, 1934, 193

Date of completion Sept. 30, 1934, 193

Date work started April 5, 1934, 193

Estimated date of completion June 19, 1935, 193

Amount of contract $149,922.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering Grading and Paving $163,164.37

Moving P.E.P Tracks 18,962.93

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $7510.46, %

Date project was completed June 19, 1935, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final estimate and notes for this project were mailed to Salem this date.

JUL 8 - 1935

Signed F. T. Young

Address Oregon City

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	INTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

#1609

168709

July 1, 1935

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 28th requesting final contract figures on the Edlefsen-Weygandt Co. Contract No. 1609 - South Unit, Portland-Milwaukie Section in Clackamas County.

Please be advised that the final records have not yet been submitted by the field engineer so we are unable to comply with your request. It will be at least a month or six weeks before we are ready to make final payment on this contract. You will be advised of the contract figures ten days before the final payment is made.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Federal

May 6, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the South Unit, Portland-Milwaukie Section, Project No. NRH 163-A (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 168-F (1935)

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY 1E
CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on estimated costs of state force construction).

Salem, Oregon, May 3, 1935

Materials		
Plants, -		
Trees, Shrubs and Vines required as per planting plans and plant order list with specifications	$ 764.90	
Fertilizer, -		
Sheep Guano, not sterilized (or equivalent) 8 Tons at $13.50	108.00	
Peat Moss, finely ground 76 Bales at $1.75	133.00	
Tree Stakes (2" x 2" x 8') 177 at $0.15	26.55	
1¼" - 0" Crushed Gravel for Footpaths 200 cu. yds. at $1.42	284.00	
¾" - 0" Crushed Gravel for Footpaths 120 cu. yds. at $1.63	195.60	
		$1,512.05
Equipment		
Truck Rentals 1 Truck at $6.00 per day - 20 days		120.00
Labor		
Grading and Leveling Work 1.0 mile at $600.00	$ 600.00	
Planting Trees, Shrubs and Vines		
177 Trees at $2.00	354.00	
90 Shrubs at $0.50	45.00	
575 Vines at $0.30	172.50	
Spreading and Compacting Gravel for Footpaths 320 cu. yds. at $0.30	96.00	

Equipment Operation,		
1 Truck Driver at $4.00 per day - 20 days	$ 80.00	
Supervision,		
1 Superintendent at $140.00 per mo. - 20 days	93.33	
1 Nursery Foreman at $125.00 " " - 20 "	83.33	
1 Plant Foreman at $100.00 " " - 20 "	66.66	
1 Layout Foreman at $100.00 " " - 20 "	66.66	
1 Grading Foreman at $100.00 " " - 20 "	66.66	
1 Timekeeper at $125.00 " " - 20 "	83.33	
		$ 1,807.47
Sub-total		$ 3,439.52
10% Engr. & Cont.		343.95
Total		$ 3,783.47

Length of Roadway, (Sta. 389+65 to 337+42.9) 0.988 mile

Cost per mile $3,829.42

ERA Funds Requested- $ 3,783.47

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

" " " Maintenance: Chapter 41, Laws 1927.

March 29, 1935

168F

Parker-Schram Company
Couch Building
Portland, Oregon

Gentlemen:

Your request for an extension of time on Contract No. 1630 was considered at the meeting of the State Highway Commission on January 31, and the following action was taken:

> "Parker-Schram Company, Contract No. 1630, construction of a railroad bridge over the East Portland-Oregon City Highway in Clackamas County, requested an extension of time from September 15 to December 11, 1934, in which to complete this job, giving as their reason that their work was handicapped by reason of the longshoremen's strike in Portland, which prevented the delivery of steel and other materials going into this structure. The Engineer advised that the reasons given by the contractors for the delay are correct. He further advised that the traveling public has not been inconvenienced by the delay, neither has the State incurred any extra expense for engineering. He recommended that the extension requested be granted without penalty. The Commission approved the recommendation by unanimous vote."

Very truly yours,

Secretary

AJ

cc Bridge Dept.

Federal

February 26, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans for landscaping work on the South Unit, Portland-Milwaukie Section, Project No. NRH 168-F (1935).

Five sets of specifications for constructing footpaths and five blueprint copies of sheet number 2 of the plans are being sent under separate cover.

These papers have been revised to include the construction of gravel footpaths.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 168-F (1935)

SOUTH EXT. PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

[illegible]

(Estimate to ~~accompany landscaping plans and specifications. Not as basis for~~ project ~~agreement.~~)

[illegible]

May

Salem, Oregon, ~~February~~ 23, 1935

Materials

Plants, -			
Trees, Shrubs and Vines required as per planting plans and plant order list with specifications	$ ~~448.00~~	764.90	
Fertilizer, -			
Sheep Guano, not sterilized (or equivalent) 8 Tons at $13.50	108.00		
Peat Moss, finely ground 76 Bales at $1.75	133.00		
Tree Stakes (2" x 2" x 8') 177 at $0.15	26.55		
1½" - 0" Crushed Gravel for Footpaths 200 cu. yds. at ~~$1.50~~ $1.42	~~300.00~~	284.00	
½" - 0" Crushed Gravel for Footpaths 120 cu. yds. at ~~$1.80~~ $1.63	~~216.00~~	195.60	
			1512.05
			~~$1,231.55~~

Equipment

Truck Rentals		
1 Truck at $6.00 per day - 20 days		120.00

Labor

Grading and Leveling Work	
1.0 mile at $600.00	$ 600.00
Planting Trees, Shrubs and Vines	
177 Trees at $2.00	354.00
90 Shrubs at $0.50	45.00
575 Vines at $0.30	172.50
Spreading and Compacting Gravel for Footpaths	
320 cu. yds. at $0.30	96.00

Equipment Operation,			
1 Truck Driver at $4.00 per day - 20 days	$ 80.00		
Supervision,			
1 Superintendent at $140.00 per mo. - 20 days	93.33		
1 Nursery Foreman at $125.00 " " - 20 "	83.33		
1 Plant Foreman at $100.00 " " - 20 "	66.66		
1 Layout Foreman at $100.00 " " - 20 "	66.66		
1 Grading Foreman at $100.00 " " - 20 "	66.66		
1 Timekeeper at $125.00 " " - 20 "	83.33		
		$ 1,807.47	
Sub-total		$ 3,159.02	3439.52
10% Engr. & Cont.		315.90	343.95
Total		$ 3,474.92	3783.47

Length of Roadway, (Sta. 389+65 to 337+42.9) 0.988 mile

Cost per mile $3,517.12 3829.42

ERA Funds Requested- $ 3,474.92 3783.47

[illegible]
[illegible]

#1630

February 26, 1935

161F

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1630 for the construction of a bridge over the P. E. P. Company tracks on the East Portland-Oregon City Highway in Clackamas County has been completed by the contractors, Parker-Schram Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 8, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $19,430.74 including the final payment. Of this amount $37.01 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE

February 16, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplementing our letters of February 13, advising you that plans, specifications and estimates were being recommended for Oregon U.S.Public Works projects NRH 168-F (1935) and NRH 168-D (1935), we will advise that such recommendation is contingent upon the construction of rock footpaths, as discussed by Mr. Davis with Mr. Probert. It is our understanding that such construction will be satisfactory to you.

Very truly yours,

W. E. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Highway Project No. NRH 168-F (1935), the South Unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority to advertise for bids for all materials to be used in the work, the construction and planting to be done by State forces.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

February 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for landscaping of the South Unit, Portland-Milwaukie Section, Project-No. NRH 168-F (1935).

Five copies of planting specifications and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MR

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 242 (1935)

MILK CREEK BRIDGE ON THE
CASCADE HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 12, 1935

290	cu. yds.	Excavation	$ 2.00	$ 580.00
20	cu. yds.	Excavation below plans	5.00	100.00
356	cu. yds.	Class "A" Concrete	20.00	7,120.00
160	cu. yds.	Class "D" Concrete	20.00	3,200.00
86,000	lbs.	Metal Reinforcement	0.05	4,300.00
416	lin. ft.	Concrete Handrail	5.00	2,080.00
All Required		Remove Old Bridge and Maintain Traffic		1,000.00
			Sub-total	$ 18,380.00
			10% Engr. & Cont.	1,838.00
			Total	$ 20,218.00

Length 0.037 mile

NRS Funds Requested- $ 20,218.00

168F

January 18, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement for the South Unit, Portland-Milwaukie Section, Projects No. NRM 168-G and NRH 168-F.

The estimate for NRM 168-G has been revised to include the Milwaukie Undercrossing structure and the estimate for NRH 168-F has been revised to request additional 1934 NRH funds to replace the State funds set up in the previous estimate.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

[illegible] 168 G

Oregon State Highway Department U. S. Public Works Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate as basis for modified agreement for Project No. NRM 168-G)

Salem, Oregon, January 11, 1935

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-F

44' Roadway (Sta. 359+65 to 337+42.9) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 62.73
4,000	cu. yds.	Rock Borrow	$ 1.10	4,400.00
83,200	cu. yds.	Gravel Borrow	0.55	45,760.00
250	cu. yds.	Trench Excavation	0.75	187.50
13,500	cu. yds.	Excavation, Single Classif.	0.18	2,430.00
30	lin. ft.	12" Corrugated Iron Pipe	1.10	33.00
450	lin. ft.	18" Concrete Pipe	2.00	900.00
130	lin. ft.	36" Corrugated Iron Pipe	4.90	637.00
24,000	sq. yds.	Portland Cement Concrete Pavement	1.65	39,600.00
1,880	lin. ft.	Expansion Joints	0.16	300.80
13,000	lin. ft.	Contraction Joints	0.04	520.00
9,400	lbs.	Tie Bars and Reinforcement	0.05	470.00
1,340	only	Dowels	0.20	268.00
2,150	cu. yds.	Sand Cushion	0.80	1,720.00
340	cu. yds.	Rock Sub-base	1.30	442.00
1,550	cu. yds.	3" - 0" Shoulder Rock	1.30	2,015.00
620	cu. yds.	1½" - 0" Shoulder Rock	1.45	899.00
270	cu. yds.	Filler	0.30	81.00
270	yd. mi.	Hauling Filler	0.15	40.50
400	tons	Class "A" Asphaltic Concrete	5.50	2,200.00
2,500	sq. yds.	Surface Finish Coat	0.055	137.50
				$ 103,104.03

Johnson Creek Retaining Wall (Sta. 337+68 to 339+03) (Contract No. 16[illegible])

330	cu. yds.	Excavation	$ 2.50	$ 825.00
30	cu. yds.	Excavation below plans	3.00	90.00
220	cu. yds.	Class "A" Concrete	16.00	3,520.00
16,000	lbs.	Metal Reinforcement	0.046	736.00
				$ 5,171.00

Sub-total	$ 108,275.03
10% Engr. & Cont.	10,827.50
Total	$ 119,102.53

Length 0.988 mile
Cost per mile $ 120,549.11

P. E. P. Undercrossing (Contract No. 1630)

350	cu. yds.	Excavation	$ 2.50	$ 875.00
10	cu. yds.	Excavation below plans	3.00	30.00
2,200	lin. ft.	Treated Trestle Piling	0.90	1,980.00
165	cu. yds.	Class "A" Concrete	19.00	3,135.00
20,000	lbs.	Metal Reinforcement	0.055	1,100.00
35	M-FBM	Treated Lumber	87.50	3,062.50
94,000	lbs.	Structural Steel	0.058	5,452.00
All Required		Maintenance of Traffic		4,300.00

Sub-total $ 19,934.50
10% Engr. & Cont. 1,993.45

Total $ 21,927.95

Length 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-0

52' Roadway (Sta. 337+42.9 to 332+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 6.48
800	cu. yds.	Gravel Borrow	$ 0.55	440.00
40	cu. yds.	Trench Excavation	0.75	30.00
650	cu. yds.	Excavation, Single Classification	0.18	117.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
125	lin. ft.	8" Drain Pipe (Under Pavement)	0.60	75.00
3	only	Catch Inlets	15.00	45.00
450	lin. ft.	Removal of Curbs	0.05	22.50
2	only	Removal of Inlets	2.00	4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20	72.00
450	lin. ft.	Concrete Curb	0.34	153.00
450	sq. yds.	Concrete Sidewalks	1.25	562.50
10	sq. yds.	Concrete Driveway Aprons	1.40	14.00
280	cu. yds.	Rock Sub-base	1.30	364.00
60	cu. yds.	3" - 0" Shoulder Rock	1.30	78.00
40	cu. yds.	1½" - 0" Shoulder Rock	1.45	58.00
60	cu. yds.	3/4" - 0" Screenings	1.55	93.00
40	cu. yds.	Filler	0.30	12.00
40	yd. mi.	Hauling Filler	0.15	6.00
330	tons	Class "A" Asphaltic Concrete	5.50	1,815.00
320	tons	Class "C" Asphaltic Concrete	5.25	1,680.00
150	tons	Class "B" Asphaltic Concrete	5.75	862.50
4,000	sq. yds.	Surface Finish Coat	0.055	220.00

Sub-total $ 6,735.98
10% Engr. & Cont. 673.59

Total $ 7,409.57

Length 0.102 mile
Cost per mile $ 72,642.84

62' Roadway (Sta. 332+00 to 323+40) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.29
1,500	cu. yds.	Gravel Borrow	$ 0.55	825.00
10	cu. yds.	Trench Excavation	0.75	7.50
250	cu. yds.	Excavation, Single Classif.	0.18	45.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
1,500	lin. ft.	Removal of Curbs	0.05	75.00
1,500	sq. yds.	Removal of Walks & Driveways	0.20	300.00
1,600	lin. ft.	Concrete Curb	0.34	544.00
1,350	sq. yds	Concrete Sidewalks	1.25	1,687.50
100	sq. yds	Concrete Drive Aprons	1.40	140.00
320	cu. yds.	Rock Sub-base	1.30	416.00
100	cu. yds.	1½" - 0" Shoulder Rock	1.45	145.00
10	cu. yds.	3/4" - 0" Screenings	1.55	15.50
20	cu. yds.	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
540	tons	Class "A" Asphaltic Concrete	5.50	2,970.00
640	tons	Class "C" Asphaltic Concrete	5.25	3,360.00
150	tons	Class "E" Asphaltic Concrete	5.75	862.50
6,200	sq. yds.	Surface Finish Coat	0.055	341.00
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	3,721.68
		Sub-total		$ 15,480.97
		10% Engr. & Cont.		1,548.09
		Total		$ 17,029.06

Length 0.162 mile
Cost per mile $ 105,117.65

54' Roadway (Sta. 323+40 to 314+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.92
3,000	cu. yds.	Gravel Borrow	$ 0.55	1,650.00
300	cu. yds.	Excavation, Single Classif.	0.18	54.00
220	sq. yds.	Pavement Removal & Slope Paving	0.30	66.00
920	lin. ft.	Concrete Curb	0.34	312.80
780	cu. yds.	Rock Sub-base	1.30	1,014.00
136	cu. yds.	3" - 0" Shoulder Rock	1.30	176.80
96	cu. yds.	1½" - 0" Shoulder Rock	1.45	139.20
58	cu. yds.	3/4" - 0" Screenings	1.55	89.90
68	cu. yds.	Filler	0.30	20.40
68	yd. mi.	Hauling Filler	0.15	10.20
545	tons	Class "A" Asphaltic Concrete	5.50	2,997.50
774	tons	Class "C" Asphaltic Concrete	5.25	4,063.50
98	tons	Class "E" Asphaltic Concrete	5.75	563.50
5,670	sq. yds.	Surface Finish Coat	0.055	311.85
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	4,381.50
		Sub-total		$ 15,862.07
		10% Engr. & Cont.		1,586.20
		Total		$ 17,448.27

Length 0.172 mile
Cost per mile $ 101,443.43

44' Roadway (Sta. 314+00 to 308+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 7.17
600	cu. yds.	Gravel Borrow	$ 0.55	330.00
18,400	cu. yds.	Excavation, Single Classif.	0.18	3,312.00
300	sq. yds.	Pavement Removal & Slope Paving	0.30	90.00
650	lin. ft.	Concrete Curbs	0.34	221.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.65	4,455.00
220	lin. ft.	Expansion Joints	0.16	35.20
1,500	lin. ft.	Contraction Joints	0.04	60.00
1,200	lbs.	Tie Bars & Reinforcement	0.05	60.00
160	only	Dowe's	0.20	32.00
250	cu. yds.	Sand Cushion	0.80	200.00
50	cu. yds.	Rock Sub-base	1.30	65.00
200	cu. yds.	3" - 0" Rock Shoulders	1.30	260.00
110	cu. yds.	1¼" - 0" Rock Shoulders	1.45	159.50
20	cu. yds.	3/4" - 0" Screenings	1.55	31.00
50	cu. yds.	Filler	0.30	15.00
50	yd. mi.	Hauling Filler	0.15	7.50
50	tons	Class "A" Asphaltic Concrete	5.50	275.00
300	sq. yds.	Surface Finish Coat	0.055	16.50
All Required		Re-establish Ry. Tracks & Power Lines	Agreed Price	2,881.30
		Sub-total		$ 12,513.17
		10% Engr. & Cont.		1,251.31
		Total		$ 13,764.48

Length 0.113 mile
Cost per mile $ 121,809.55

Kellogg Lake Bridge (Sta. 319+77.7 to 319+50.1) (Contract No. 1609)

10	cu. yds.	Excavation, Single Classif.	$ 0.18	$ 1.80
30	lin. ft.	Concrete Curbs	0.34	10.20
10	cu. yds.	Rock Sub-base	1.30	13.00
4	cu. yds.	3" - 0" Shoulder Rock	1.30	5.20
4	cu. yds.	1¼" - 0" Shoulder Rock	1.45	5.80
2	cu. yds.	3/4" - 0" Screenings	1.55	3.10
2	cu. yds.	Filler	0.30	0.60
2	yd. mi.	Hauling Filler	0.15	0.30
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
16	tons	Class "C" Asphaltic Concrete	5.25	84.00
2	tons	Class "E" Asphaltic Concrete	5.75	11.50
180	sq. yds.	Surface Finish Coat	0.055	9.90
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	132.54
				$ 360.44

Structures (Contract No. 1632)

380	cu. yds.	Excavation	$ 4.50	$ 1,710.00
20	cu. yds.	Excavation below plans	6.00	120.00
2,700	lin. ft.	Foundation Piling	0.45	1,215.00
264	cu. yds.	Class "A" Concrete	17.50	4,620.00
72	cu. yds.	Class "D" Concrete	16.00	1,152.00
40,000	lbs.	Metal Reinforcement	0.047	1,880.00
90	cu. yds.	Gravel Backfill	2.00	180.00
30	lin. ft.	Concrete Handrail	5.00	150.00
				$ 11,027.00
				$ 11,387.44

MILWAUKIE UNDERCROSSING STRUCTURE

Work to be performed by State (Contract No. 1647)

220	cu. yds.	Foundation Excavation	$ 1.50	$ 330.00
530	cu. yds.	Class "B" Concrete	10.00	5,300.00
44,000	lbs.	Metal Reinforcement	0.045	1,980.00
				$ 7,610.00

Work to be performed by R. R. Co's Forces (Agreed Unit Prices)

1,200	lin. ft.	Fir Piling	$ 1.00	$ 1,200.00
13.34	M-FBM	Fir Lumber	95.00	1,267.30
3,760	lin. ft.	Treated Foundation Piling	1.30	4,888.00
2,600	lin. ft.	Treated Trestle Piling	1.25	3,250.00
23.23	M-FBM	Treated Lumber	106.00	2,462.38
220,000	lbs.	Structural Steel	0.069	15,180.00
100	lin. ft.	Creosoted Deck	12.20	1,220.00
All Required		Rearrange Present Deck and Reerect Present Girder		440.00
				$ 29,907.68
				$ 37,517.68

Sub-total, Structures	$ 48,905.12
10% Engr. & Cont.	4,890.51
Total	$ 53,795.63

Length of Kellog Lake Bridge	.005 mile
" " Undercrossing Structure	.000 "
Total length of Structures	.005 "

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	NRM Funds
Project No. NRH 168-F			
44' Roadway	$ 119,102.53	$ 119,102.53	$ --
P. E. P. Undercrossing	21,927.95	21,927.95	--
Totals NRH 168-F	$ 141,030.48	$ 141,030.48	$ --
Project No. NRM 168-G			
52' Roadway	$ 7,409.57	$ --	$ 7,409.57
62' "	17,029.06	--	17,029.06
54' "	17,448.27	--	17,448.27
44' "	13,764.48	--	13,764.48
Sub-total, Roadway	$ 55,651.38	$ --	$ 55,651.38
Kellog Lake Bridge and Milwaukie Undercrossing	$ 53,795.63	$ --	$ 53,795.63
Totals, NRM 168-G	$ 109,447.01	$ --	$ 109,447.01
Totals, All Work	$ 250,477.49	$ 141,030.48	$ 109,447.01

State Funds for Construction: Chapter 175, laws 1917; Chapter 31, laws 1920
State Funds for Maintenance: Chapter 41, laws 1927; Chapter 88, laws 1931

#1630

December 18, 1934.

Mr. H. B. Glaisyer

For your information, Parker-Schram Company have completed their work on the P.E.P. Undercrossing, N.R.H. 168-F., Contract No. 1630. Work was completed December 11, 1934.

Will you please secure authority from the Commission to pay final estimate?

W. A. Reeves

RR:AP

approved by Commission 1/15/35

FORM 5-A-1 10013 1M 5-24
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

December 7, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

In re the improvement thru the town of Milwaukee, we have a request from Mr. Wm. B. Adams for the grades of the new highway in order that the same may be legally established by action of the City Council.

Will you please advise whether or not the improvements were made in respect to the alignment and grades according to the Federal Aid Plans, and if not, will you please furnish this office with the correct data.

We will appreciate your giving this matter your immediate attention in order that we may comply to Mr. Adams request.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

NOTED
State Highway Engineer

CC to
R.H. Baldock ✓
S.H. Probert

FORM S-A-1 19749 15M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

October 27, 1934

Edlefsen & Weygandt Co.,
Peninsula Ave. & Columbia Blvd.,
Portland, Ore.

Gentlemen:

My letter of yesterday concerning the completion of the East Portland-Oregon City Highway south of Station 510 was inadvertantly mailed before I finished writing it.

We realize that it may be inconvenient for you to finish the job after the undercrossing has been finished and therefore are quite willing to make any concessions which will relieve you of unnecessary expense. We can final the portion completed and release as much of the retained percentage as is legally possible, and will be willing to waive those portions of the contract for machine finishing and permit you to use transit mix concrete if that will be cheaper and more convenient for you. Since the underpass will probably not be finished until Spring, we should also be able to select suitable weather for finishing the job.

I believe we can arrange this work so that it will not be unduly expensive and request therefore that you reconsider the matter and finish the project after the underpass has been completed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

NOTED
State Highway Engineer

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

FORM 8-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 26, 1934.

IN REPLY PLEASE REFER TO FILE No.

Edlefsen & Weygandt,
Peninsula Ave. & Columbia Blvd.,
Portland, Ore.

Gentlemen:

Your petition asking for relief from completing the section of the East Portland-Oregon City highway south of Station 310, has been given serious consideration; in view of the complications arising from cancelling a portion of a Federal contract we do not believe it advisable to attempt to eliminate this portion of the work.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

FORM 8-K-1 19887 1M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

October 23, 1934

1697F

Mr. F. T. Young
Resident Engineer
Oregon State Highway Dept.
Oregon City, Oregon

Dear Sir:

We are in receipt of a communication from the Electrical Products Corporation under date of October 15, 1934, reading as follows:

> "On September 8, 1934, one of the representatives of the State Highway Commission called our office to have the sign at the Peake Funeral Home moved for Eilefsen & Weygandt Company, Contractors. We sent our bill to them, and they referred us to the State Highway Commission.
>
> "Please inform us who would be responsible for the bill."

Mr. Devers advises that while the condemnation case was pending the contractor was afraid to move the sign, that the tenant, Mr. Peake, refused to do so, and that Mr. Devers requested you to make arrangements to have the same removed.

Will you please advise what agreements were made with Electrical Products Corporation as to who would be responsible for the bill, the amount agreed to be paid if there was an agreement as to price, and if there was no agreement as to price the amount of the bill of Electrical Products Corporation for the work done?

Yours very truly,

J. M. DEVERS

By JWDeSouza
J. W. DeSOUZA
Assistant Attorney

NOTED

JWD:AW
cc Mr. Baldock
Mr. Chandler
Mr. H. G. Smith

6 F+G

113

October 4, 1934

Mr. M. A. Taylor
Assistant Trust Officer
Security Savings & Trust Company
Portland, Oregon

Dear Sir:

With further reference to your communication of September 19 with relation to the replacement of the road to provide access to your river front property at Milwaukie, advise that Mr. F. D. Enson, Assistant Division Engineer, states that this approach road has been completed to your satisfaction.

Very truly yours,

State Highway Engineer

RHB:AJ

NDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM
October 3, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to Mr. R. H. Baldock:

Mr. Taylor was contacted with respect to this approach road. The contractor completed the work wanted in a manner satisfactory to Mr. Taylor on the 28th of September.

F. D. Eason,
Assistant Division Engineer.

FDE:AM
cc W. E. Chandler.

THE FIRST NATIONAL BANK OF PORTLAND

SECURITY SAVINGS AND TRUST COMPANY

PORTLAND, OREGON

TRUST DEPARTMENT

September 13,1934

RECEIVED
SEP 15 1934
DIVISION ... ENGINEER

State Highway Commission
Salem
Oregon

Gentlemen:- Attention Mr. R. H. Baldock

May we direct your attention to paragraph (1) page 5 of the agreement which deals with the replacement of the road to provide access to our river front property in Milwaukie, and inquire when this road will be completed. It is assumed, of course, that your plans call for a graveled road capable of continuous use in all weather. We need access to our property and desire the immediate completion of this road. Will you kindly send a prompt reply.

Yours very truly,

M. A. Taylor

M. A. Taylor
Asst. Trust Officer

MAT

REFERRED TO
Econ
by State Highway Engineer
Prepare + answer
for me

16 8-G

October 2, 1934

Shattuck & Noland
2014 Northwest Glisan
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on October 1 for the construction of a substructure under the Southern Pacific Company's railroad tracks at Milwaukie for crossing the East Portland-Oregon City Highway and has awarded to you the contract for such work at your bid price of $7,610.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

HHG:AJ

cc Bridge Dept.

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRH 168-F

POST OFFICE BUILDING
PORTLAND, OREGON

August 27, 1934

Mr. R. H.Baldock
State Highway Engineer
Salem,Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered [illegible] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Canfield
L. J. Canfield
Highway Engineer

Encls.

Jos

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, [illegible]
AND OTHER CONDITIONS BEYOND OUR CONTROL.

Hyp 21862

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRH-166. Section F.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933
8—5518

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of July, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 7th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

one hundred twenty thousand and no/100

dollars ($ 120,000.00) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920 and
(Include date and citation of act of legislature by which authorized)

~~(b) From other source~~s Chap. 248, Laws of 1931.

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 337+42.9, the north city boundary of Milwaukie and survey station 389+65 in Clackamas Avenue near SE 25th Avenue at the south end of section E of said project

, length 0.955 of a mile~~s~~, in Clackamas County, being Section F of Oregon U.S.Public Works project No. NRM-168, consisting of 0.955 of a mile~~s~~ of roadway and one ~~[illegible]~~, railroad ~~[illegible]~~ underpass structure of more than 20 ft. clear span, known locally as the Portland-Milwaukie section of the East Portland-Oregon City Highway.

8-5518

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5418

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out that portion of the improvement contemplated by this agreement to which said Order applies, and that any contract let for the construction of such portion of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of one hundred twenty thousand and no/100 dollars ($120,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred forty-one thousand, thirty and 48/100 dollars ($141,030.48), the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed~~ the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: State Highway Funds, Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 16th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Scott
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Washburn
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

#1277

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRM-168-F, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 141,030.48 as the total estimated cost of said project, and the sum of $ 120,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 16th day of August one thousand nine hundred and thirty-four

Secretary of Agriculture

By
Acting Chief, Bureau of Public Roads

AND OTHER CONDITIONS SET

#1079

11 7

PHONE EAst 0359

NICKUM & KELLY SAND & GRAVEL CO.

WASHED AND SCREENED SAND AND GRAVEL DELIVERED
TO ALL PARTS OF THE CITY BY AUTO TRUCK

TOWING, DREDGING AND HOISTING

OFFICE AND BUNKERS
EAST WATER AND EAST ALDER STREETS

PORTLAND, OREGON
August 21st.1934

Edlefsen-Weygandt Co.
1308 S.W.Front St
Portland,Ore.

Gentlemen:-

We are furnishing Paving Sand through Oregon City Sand & Gravel Co,on your Contract with the State of Oregon Highway Dept.for Paving on Milwaukee-Island Section,Oregon City Super-Highway.

Our Account covering this Sand amounts to $2600.00 on which no payments have been made to date.

We are therefor requesting that no furthur payments be made on Materials to Oregon City Sand & Gravel Co, pending a satisfactory settlement to us.

With Kindest Personal Regards,

We are,Yours Truly

Nickum & Kelly Sand & Gravel Co

By A.M.Tobiaski Mgr.

Copy sent to
Oregon State Highway Dept.
Oregon City Sand & Gravel Co

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

August 1, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of July 12th concerning the special provisions, sheets 13 and 14, for the P. E. P. Undercrossing Structure, Project No. NRH 168-F.

Please be advised that the additional copies of pages 13 and 14, which were submitted by our bridge department with their letter of April 16th, should have been those showing the date of April 12, 1934 but those dated April 5, 1934 were inadvertently submitted. However, the contract for this work is correct and contains the sheets 13 and 14 dated April 12, 1934.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by W. C. Crews/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

July 12, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:- Re: Oregon NRH-168-F and NRM-168-G

Reference is made to the special provision sheets 13 and 14, dated April 5th, which you submitted as revised sheets in response to our letter of April 16th.

These sheets are identical with those which we advised you in our letter of April 16th did not conform to the April 7th Memorandum regarding compliance with NRA codes.

The special provisions included in the contract must comply with the April 7th Memorandum. For your information, the revised special provisions submitted for [illegible] are satisfactory. Please forward promptly the revised sheets which were actually incorporated in the contract.

Enclosed are two copies of the project agreement for signature and return to this office. There are also attached hereto an approved copy of the detail estimate upon which the agreement was based, together with an approved copy of the specifications.

Very truly yours,

[illegible]
District Engineer.

F. E. Andrews
F. E. ANDREWS
Senior Highway Engineer

June 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the South Unit, Portland-Milwaukie Section, Projects No. NRM 168-F and NRM 168-G.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:GS

Encl.

Oregon State Highway Department National Recovery Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement.)

Salem, Oregon, June 20, 1934

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-F

AA' Roadway (Sta. 389+65 to 337+42.9) (Contract No. 160[illegible])

All Required		Clearing and Grubbing		$ 62.73
4,000	cu. yds.	Rock Borrow	$1.10	4,400.00
83,200	" "	Gravel Borrow	0.55	45,760.00
250	" "	Trench Excavation	0.75	187.50
13,500	" "	Excavation, Single Classif.	0.18	2,430.00
30	lin. ft.	12" Corrugated Iron Pipe	1.10	33.00
450	" "	18" Concrete Pipe	2.00	900.00
130	" "	36" " "	4.90	637.00
24,000	sq. yds.	Portland Cement Concrete Pavement	1.65	39,600.00
1,800	lin. ft.	Expansion Joints	0.16	300.00
13,000	" "	Contraction Joints	0.04	520.00
9,400	lbs.	Tie Bars & Reinforcement	0.05	470.00
1,340	only	Dowels	0.20	268.00
2,150	cu. yds.	Sand Cushion	0.80	1,720.00
340	" "	Rock Sub-base	1.30	442.00
1,550	" "	3" - 0" Shoulder Rock	1.30	2,015.00
620	" "	1½" - 0" " "	1.45	899.00
270	" "	Filler	0.30	81.00
270	yd. mi.	Hauling Filler	0.15	40.50
400	tons	Class "A" Asphaltic Concrete	5.50	2,200.00
2,500	sq. yds.	Surface Finish Coat	0.055	137.50
				$103,104.03

Johnson Creek Retaining Wall (Sta. 337+68 to 339+03) (Contract No. 16[illegible])

330	cu. yds.	Excavation	$2.50	$ 825.00
30	" "	" below plans	3.00	90.00
220	" "	Class "A" Concrete	16.00	3,520.00
16,000	lbs.	Metal Reinforcement	.046	736.00
				$ 5,171.00
		Sub-total		$108,275.03
		10% Engr. & Cont.		10,827.50
		Total		$119,102.53

Length 0.988 mile
Cost per mile $120,549.11

P. E. R. Undercrossing (Contract No. 1638)

350	cu. yds.	Excavation	$ 2.50	$ 875.00
10	" "	Excavation below plans	3.00	30.00
2,200	lin. ft.	Treated Trestle Piling	0.90	1,980.00
165	cu. yds.	Class "A" Concrete	19.00	3,135.00
20,000	lbs.	Metal Reinforcement	.055	1,100.00
35	M-FBM	Treated Lumber	87.50	3,062.50
94,000	lbs.	Structural Steel	.058	5,452.00
All Required		Maintenance of Traffic		4,300.00
			Sub-total	$ 19,934.50
			10% Engr. & Cont.	1,993.45
			Total..........	$ 21,927.95

Length .... 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-C

52' Roadway (Sta. 337+42.9 to 332.00) (Contract No. 1639)

All Required		Clearing and Grubbing		$ 6.48
800	cu. yds.	Gravel Borrow	$0.55	440.00
40	" "	Trench Excavation	0.75	30.00
650	" "	Excavation, Single Classification	0.18	117.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
125	" "	8" Drain Pipe (Under Pavement)	0.60	75.00
3	only	Catch Inlets	15.00	45.00
450	lin. ft.	Removal of Curbs	0.05	22.50
2	only	Removal of Inlets	2.00	4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20	72.00
450	lin. ft.	Concrete Curb	0.34	153.00
450	sq. yds.	Concrete Sidewalks	1.25	562.50
10	" "	Concrete Driveways Aprons	1.40	14.00
280	cu. yds.	Rock Sub-base	1.30	364.00
60	" "	3" - 0" Shoulder Rock	1.30	78.00
40	" "	1½" - 0" " "	1.45	58.00
60	" "	3/4" - 0" Screenings	1.55	93.00
40	" "	Filler	0.30	12.00
40	yd. mi.	Hauling Filler	0.15	6.00
330	tons	Class "A" Asphaltic Concrete	5.50	1,815.00
320	"	Class "C" " "	5.25	1,680.00
150	"	Class "E" " "	5.75	862.50
4,000	sq. yds.	Surface Finish Coat	0.055	220.00
			Sub-total	$ 6,735.98
			10% Engr. & Cont.	673.59
			Total	$ 7,409.57

Length 0.102 mile
Cost per mile $72,642.84

P. E. R. Undercrossing (Contract No. 1639)

350	cu. yds.	Excavation	$ 2.50	$ 875.00
10	" "	Excavation below plans	3.00	30.00
2,200	lin. ft.	Treated Trestle Piling	0.90	1,980.00
165	cu. yds.	Class "A" Concrete	19.00	3,135.00
20,000	lbs.	Metal Reinforcement	.055	1,100.00
35	M-FBM	Treated Lumber	87.50	3,062.50
94,000	lbs.	Structural Steel	.058	5,452.00
All Required		Maintenance of Traffic		4,300.00
			Sub-total	$ 19,934.50
			10% Engr. & Cont.	1,993.45
			Total..........	$ 21,927.95

Length .... 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-G

52' Roadway (Sta. 337+42.6 to 342.80) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 6.48
800	cu. yds.	Gravel Borrow	$0.55	440.00
40	" "	Trench Excavation	0.75	30.00
650	" "	Excavation, Single Classification	0.18	117.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
125	" "	8" Drain Pipe (Under Pavement)	0.60	75.00
3	only	Catch Inlets	15.00	45.00
450	lin. ft.	Removal of Curbs	0.05	22.50
2	only	Removal of Inlets	2.00	4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20	72.00
450	lin. ft.	Concrete Curb	0.34	153.00
450	sq. yds.	Concrete Sidewalks	1.25	562.50
10	" "	Concrete Driveways Aprons	1.40	14.00
280	cu. yds.	Rock Sub-base	1.30	364.00
60	" "	3" - 0" Shoulder Rock	1.30	78.00
40	" "	1½" - 0" " "	1.45	58.00
60	" "	3/4" - 0" Screenings	1.55	93.00
40	" "	Filler	0.30	12.00
40	yd. mi.	Hauling Filler	0.15	6.00
330	tons	Class "A" Asphaltic Concrete	5.50	1,815.00
320	"	Class "C" " "	5.25	1,680.00
150	"	Class "E" " "	5.75	862.50
4,000	sq. yds.	Surface Finish Coat	0.055	220.00
			Sub-total	$ 6,735.98
			10% Engr. & Cont.	673.59
			Total	$ 7,409.57

Length 0.102 mile
Cost per mile $72,642.84

62' Roadway (Sta. 332+00 to 323+40) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.29
1,500	cu. yds.	Gravel Borrow	$ 0.55	825.00
10	" "	Trench Excavation	0.75	7.50
250	" "	Excavation, Single Classification	0.18	45.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
1,500	" "	Removal of Curbs	0.05	75.00
1,500	sq. yds.	Removal of Walks & Driveways	0.20	300.00
1,600	lin. ft.	Concrete Curb	0.34	544.00
1,350	sq. yds.	Concrete Sidewalks	1.25	1,687.50
100	" "	Concrete Drive Aprons	1.40	140.00
320	cu. yds.	Rock Sub-base	1.30	416.00
100	" "	1½" - 0" Shoulder Rock	1.45	145.00
10	" "	3/4" - 0" Screenings	1.55	15.50
20	" "	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
540	tons	Class "A" Asphaltic Concrete	5.50	2,970.00
640	"	" "C" " "	5.25	3,360.00
150	"	" "E" " "	5.75	862.50
6,200	sq. yds.	Surface Finish Coat	0.055	341.00
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	3,721.68

Sub-total $ 15,480.97
10% Engr. & Cont. 1,548.09

Total................ $ 17,029.06

Length 0.162 mile
Cost per mile $105,117.65

54' Roadway (Sta. 323+40 to 314+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.92
3,000	cu. yds.	Gravel Borrow	$ 0.55	1,650.00
300	" "	Excavation, Single Classification	0.18	54.00
220	sq. yds.	Pavement Removal & Slope Paving	0.30	66.00
920	lin. ft.	Concrete Curb	0.34	312.80
780	cu. yds.	Rock Sub-base	1.30	1,014.00
136	" "	3" - 0" Shoulder Rock	1.30	176.80
96	" "	1½" - 0" " "	1.45	139.20
58	" "	3/4" - 0" Screenings	1.55	89.90
68	" "	Filler	0.30	20.40
68	yd. mi.	Hauling Filler	0.15	10.20
545	tons	Class "A" Asphaltic Concrete	5.50	2,997.50
774	"	" "C" " "	5.25	4,063.50
98	"	" "E" " "	5.75	563.50
5,670	sq. yds.	Surface Finish Coat	0.055	311.85
All Required		Re-establish Ry. Track & Power Lines	Agreed Prices	4,381.50

Sub-total $15,862.07
10% Engr. & Cont. 1,586.20

Total $17,448.27

Length 0.172 mile
Cost per mile $101,443.43

AA" Roadway (Sta. 314+00 to 309+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 7.17
600	cu. yds.	Gravel Borrow	$ 0.55	330.00
18,400	" "	Excavation, Single Classification	0.18	3,312.00
300	sq. yds.	Pavement Removal & Slope Paving	0.30	90.00
650	lin. ft.	Concrete Curbs	0.34	221.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.65	4,455.00
220	lin. ft.	Expansion Joints	0.16	35.20
1,500	" "	Contraction Joints	0.04	60.00
1,200	lbs.	Tie Bars & Reinforcement	0.05	60.00
160	only	Dowels	0.20	32.00
250	cu. yds.	Sand Cushion	0.80	200.00
50	" "	Rock Sub-base	1.30	65.00
200	" "	3" - 0" Rock Shoulders	1.30	260.00
110	" "	1½" - 0" " "	1.45	159.50
20	" "	3/4" - 0" Screenings	1.55	31.00
50	" "	Filler	0.30	15.00
50	yd. mi.	Hauling Filler	0.15	7.50
50	tons	Class "A" Asphaltic Concrete	5.50	275.00
300	sq. yds.	Surface Finish Coat	0.055	16.50
All Required		Re-establish Ry. Tracks & Power Line	Agreed price	2,881.30
			Sub-total	$12,513.17
			10% Engr. & Cont.	1,251.31
			Total............	$13,764.48

Length 0.113 mile
Cost per mile $121,809.55

Hollow Lake Bridge (Sta. 319+77.7 to 319+50.1) (Contract No. 1609)

10	cu. yds.	Excavation, Single Classification	$0.18	$ 1.80
30	lin. ft.	Concrete Curbs	0.34	10.20
10	cu. yds.	Rock Sub-base	1.30	13.00
4	" "	3" - 0" Shoulder Rock	1.30	5.20
4	" "	1½" - 0" Shoulder Rock	1.45	5.80
2	" "	3/4" - 0" Screenings	1.55	3.10
2	" "	Filler	0.30	0.60
2	yd. mi.	Hauling Filler	0.15	0.30
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
16	"	" "C" " "	5.25	84.00
2	"	" "E" " "	5.75	11.50
180	sq. yds.	Surface Finish Coat	0.055	9.90
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	132.54
				$ 360.44

Structure (Contract No. 1632)

380	cu. yds.	Excavation	$4.50	$ 1,710.00
20	" "	Excavation below plans	6.00	120.00
2,700	lin. ft.	Foundation Piling	0.45	1,215.00
264	cu. yds.	Class "A" Concrete	17.50	4,620.00
72	" "	" "D" "	16.00	1,152.00
40,000	lbs.	Metal Reinforcement	0.047	1,880.00
90	cu. yds.	Gravel Backfill	2.00	180.00
30	lin. ft.	Concrete Handrail	5.00	150.00
				$11,027.00
			Sub-total	$11,387.44
			10% Engr. & Cont.	1,138.74
			Total	$12,526.18

Length .005 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	NRM Funds	State Funds
Project No. NRH 168-F				
44' Roadway	$119,102.53	$101,341.95	$ - -	$17,760.58
P. E. P. Undercrossing	21,927.95	18,658.05	- -	3,269.90
Totals NRH 168-F	141,030.48	$120,000.00	$ - -	$21,030.48
Project No. NRM 168-G				
52' Roadway	$ 7,409.57	$ - -	$ 7,408.57	$ - -
62' "	17,029.06	- -	17,029.06	- -
54' "	17,448.27	- -	17,448.27	- -
44' "	13,764.48	- -	13,764.48	- -
Sub-total, Roadway	$ 55,651.38	$ - -	$55,651.38	$ - -
Kellog Lake Bridge	$ 12,526.18	$ - -	$12,526.18	$ - -
Totals, NRM 168-G	$ 68,177.56	$ - -	$68,177.56	$ - -
Totals, All Work	$209,208.04	$120,000.00	$68,177.56	$21,030.48

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1[illegible]0
State Funds for Maintenance: Chap. 41, Laws 1927; Chap. 8[illegible], Laws 1931

Oregon State Highway Department National Recovery Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN

CLACKAMAS COUNTY

(Estimate to accompany plans for P. E. P. Undercrossing structure. Not as basis for project agreement.)

Salem, Oregon, May 2, 1934.

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-Y

44' Roadway (Sta. 389+65 to 399+00) (Sta. 387+05 to 337+42.9) (Low bid prices)

All required		Clearing and Grubbing	$ 1.10	$ 60.44
4,000	cu. yds.	Rock Borrow	$ 1.10	4,400.00
83,000	" "	Gravel Borrow	0.55	45,650.00
250	" "	Trench Excavation	0.75	187.50
3,100	" "	Excavation, Single Classification	0.18	558.00
30	lin. ft.	12" Corrugated Iron Pipe	1.10	33.00
450	" "	18" Concrete Pipe	2.00	900.00
130	" "	36" " "	4.90	637.00
23,570	sq. yds.	Portland Cement Concrete Pavement	1.65	38,890.50
1,800	lin. ft.	Expansion Joints	0.16	288.00
12,500	" "	Contraction Joints	0.04	500.00
9,000	lbs.	Tie Bars & Reinforcement	0.05	450.00
1,280	only	Dowels	0.20	256.00
2,070	cu. yds.	Sand Cushion	0.80	1,656.00
330	" "	Rock Sub-base	1.30	429.00
1,500	" "	3" - 0" Shoulder Rock	1.30	1,950.00
600	" "	1½" - 0" " "	1.45	870.00
260	" "	Filler	0.30	78.00
260	yd. mi.	Hauling Filler	0.15	39.00
385	tons	Class "A" Asphaltic Concrete	5.50	2,117.50
2,410	sq. yds.	Surface Finish Coat	0.055	132.55
				$100,082.49

Johnson Creek Retaining Wall (Sta. 337+65 to 339+03) (Estimated Prices)

330	cu. yds.	Excavation	$3.00	$ 990.00
30	" "	Excavation below plans	5.00	150.00
220	" "	Class "A" Concrete	18.00	3,960.00
16,000	lbs.	Metal Reinforcement	0.05	800.00
				$ 5,900.00

Sub-total	$105,982.49
10% Engr. & Cont.	10,598.24
Total- - - - - - -	$116,580.73

Length 0.952 miles
Cost per mile $122,458.77

P. E. R. Underpassing (Sta. 389+00 to 387+05) (Low-bid prices)

All Required		Clearing and Grubbing		$ 2.29
200	cu. yds.	Gravel Borrow	$ 0.55	110.00
10,400	" "	Excavation, Single Classification	0.18	1,872.00
430	sq. yds.	Portland Cement Concrete Pavement	1.65	709.50
80	lin. ft.	Expansion Joints	0.16	12.80
500	" "	Contraction Joints	0.04	20.00
400	lbs.	Tie Bars & Reinforcement	0.05	20.00
60	only	Dowels	0.20	12.00
80	cu. yds.	Sand Cushion	0.80	64.00
10	" "	Rock Sub-base	1.30	13.00
50	" "	3" - 0" Shoulder Rock	1.30	65.00
20	" "	1½" - 0" " "	1.45	29.00
10	" "	Filler	0.30	3.00
10	yd. mi.	Hauling Filler	0.15	1.50
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
90	sq. yds.	Surface Finish Coat	0.055	4.95
			Sub-total	$3,021.54

P.E. R. Underpassing (Contract No 1630)

Structure (Contract Prices)

350	cu. yds.	Excavation	$ 2.50	$ 875.00
10	" "	Excavation below plans	3.00	30.00
2,200	lin. ft.	Treated Trestle Piling	0.90	1,980.00
165	cu. yds.	Class "A" Concrete	19.00	3,135.00
20,000	lbs.	Metal Reinforcement	.055	1,100.00
35	M-FBM	Treated Lumber	87.50	3,062.50
94,000	lbs.	Structural Steel	.058	5,452.00
All Required		Maintenance of Traffic		4,300.00
				$19,934.50
			Sub-total	$22,956.04 19934.50
			10% Engr. & Cont.	2,295.60 1993.45
			Total- - - - - -	$25,251.64 21927.95

Length 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-C

52' Roadway (Sta. 337+4?.9 to 33?.00) (Low-Bid Prices) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 6.48
800	cu. yds.	Gravel Borrow	$0.55	440.00
40	" "	Trench Excavation	0.75	30.00
650	" "	Excavation, Single Classification	0.18	117.00

15	lin. ft.	8" Drain Pipe	$ 0.40	$ 6.00
125	"	8" Drain Pipe (Under Pavement)	0.60	75.00
3	only	Catch Inlets	15.00	45.00
450	lin. ft.	Removal of Curbs	0.05	22.50
2	only	Removal of Inlets	2.00	4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20	72.00
450	lin. ft.	Concrete Curb	0.34	153.00
450	sq. yds.	Concrete Sidewalks	1.25	562.50
10	" "	Concrete Driveways Aprons	1.40	14.00
280	cu. yds.	Rock Sub-base	1.30	364.00
60	" "	3" - 0" Shoulder Rock	1.30	78.00
40	" "	1½" - 0" " "	1.45	58.00
60	" "	3/4" - 0" Screenings	1.55	93.00
40	" "	Filler	0.30	12.00
40	yd. mi.	Hauling Filler	0.15	6.00
330	tons	Class "A" Asphaltic Concrete	5.50	1,815.00
320	"	Class "C" Asphaltic Concrete	5.25	1,680.00
150	"	Class "E" Asphaltic Concrete	5.75	862.50
4,000	sq. yds.	Surface Finish Coat	0.055	220.00
		Sub-total		$ 6,735.98
		10% Engr. & Cont.		673.59
		Total		$ 7,409.57

Length 0.102 mile
Cost per mile $72,642.84

62' Roadway (Sta. 33+00 to 3[illegible]+40) (low bid prices) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.29
1,500	cu. yds.	Gravel Borrow	$ 0.55	825.00
10	" "	Trench Excavation	0.75	7.50
250	" "	Excavation, Single Classification	0.18	45.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
1,500	" "	Removal of Curbs	0.05	75.00
1,500	sq. yds.	Removal of Walks & Driveways	0.20	300.00
1,600	lin. ft.	Concrete Curb	0.34	544.00
1,350	sq. yds.	Concrete Sidewalks	1.25	1,687.50
100	" "	Concrete Drive Aprons	1.40	140.00
320	cu. yds.	Rock Sub-base	1.30	416.00
100	" "	1½" - 0" Shoulder Rock	1.45	145.00
10	" "	3/4" - 0" Screenings	1.55	15.50
20	" "	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
540	tons	Class "A" Asphaltic Concrete	5.50	2,970.00
640	"	" "C" " "	5.25	3,360.00
150	"	" "E" " "	5.75	862.50
6,200	sq. yds.	Surface Finish Coat	0.055	341.00
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	3,721.68
		Sub-total		$15,480.97
		10% Engr. & Cont.		1,548.09
		Total- - - - - -		$17,029.06

Length 0.162 mile
Cost per mile $105,117.65

54' Roadway (Sta. 323+40 to 314+00) (Low bid prices) (Contract No)

All Required		Clearing and Grubbing		$ 10.92
3,000	cu. yds.	Gravel Borrow	$ 0.55	1,650.00
300	" "	Excavation, Single Classification	0.18	54.00
220	sq. yds.	Pavement Removal & Slope Paving	0.30	66.00
920	lin. ft.	Concrete Curb	0.34	312.80
780	cu. yds.	Rock Sub-base	1.30	1,014.00
136	" "	3" - 0" Shoulder Rock	1.30	176.80
96	" "	1½" - 0" " "	1.45	139.20
58	" "	3/4" - 0" Screenings	1.55	89.90
68	" "	Filler	0.30	20.40
68	yd. mi.	Hauling Filler	0.15	10.20
545	tons	Class "A" Asphaltic Concrete	5.50	2,997.50
774	"	" "C" " "	5.25	4,063.50
98	"	" "E" " "	5.75	563.50
5,670	sq. yds.	Surface Finish Coat	0.055	311.85
All Required		Re-establish Ry. Track & Power Lines	Agreed Prices	4,381.50
			Sub-total	$ 15,862.07
			10% Engr. & Cont.	1,586.20
			Total	$ 17,448.27

Length 0.172 mile
Cost per mile $101,443.43

44' Roadway (Sta. 314+00 to 308+00) (Low bid prices) (Contract No 1609)

All Required		Clearing and Grubbing		$ 7.17
600	cu. yds.	Gravel Borrow	$ 0.55	330.00
18,400	" "	Excavation, Single Classification	0.18	3,312.00
300	sq. yds.	Pavement Removal & Slope Paving	0.30	90.00
650	lin. ft.	Concrete Curbs	0.34	221.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.65	4,455.00
220	lin. ft.	Expansion Joints	0.16	35.20
1,500	" "	Contraction Joints	0.04	60.00
1,200	lbs.	Tie Bars & Reinforcement	0.05	60.00
160	only	Dowels	0.20	32.00
250	cu. yds.	Sand Cushion	0.80	200.00
50	" "	Rock Sub-base	1.30	65.00
200	" "	3" - 0" Rock Shoulders	1.30	260.00
110	" "	1½" - 0" "	1.45	159.50
20	" "	3/4" - 0" Screenings	1.55	31.00
50	" "	Filler	0.30	15.00
50	yd. mi.	Hauling Filler	0.15	7.50
50	tons	Class "A" Asphaltic Concrete	5.50	275.00
300	sq. yds.	Surface Finish Coat	0.055	16.50

All Required	Re-establish Ry. Tracks & Power Line	Agreed price	$2,881.30
		Sub-total	$12,513.17
		10% Engr. & Cont.	1,251.31
		Total- - - - - - -	$13,764.48

Length 0.113 mile
Cost per mile $121,809.55

Keller Lake Bridge (Sta. 319+77.7 to 319+50.1) (low bid prices) (Contract No 1609) (A)

10 cu. yds.	Excavation, Single Classification	$0.18	$ 1.80
30 lin. ft.	Concrete Curbs	0.34	10.20
10 cu. yds.	Rock Sub-base	1.30	13.00
4 " "	3" - 0" Shoulder Rock	1.30	5.20
4 " "	1½" - 0" Shoulder Rock	1.45	5.80
2 " "	3/4" - 0" Screenings	1.55	3.10
2 " "	Filler	0.30	0.60
2 yd. mi.	Hauling Filler	0.15	0.30
15 tons	Class "A" Asphaltic Concrete	5.50	82.50
16 "	" "C" " "	5.25	84.00
2 "	" "E" " "	5.75	11.50
180 sq. yds.	Surface Finish Coat	0.055	9.90
All Required	Re-establish Ry. Tracks & Power Lines	Agreed prices	132.54
			$ 360.44

↓

Structure (Estimated Prices)

380 cu. yds.	Excavation	$4.00	$ 1,520.00
20 " "	Excavation below plans	6.00	120.00
2,700 lin. ft.	Foundation Piling	0.50	1,350.00
264 cu. yds.	Class "A" Concrete	24.00	6,336.00
72 " "	Class "D" Concrete	22.00	1,584.00
40,000 lbs.	Metal Reinforcement	0.05	2,000.00
90 cu. yds.	Gravel Backfill	2.50	225.00
30 lin. ft.	Concrete Handrail	5.00	150.00
			$13,285.00
		Sub-total	$13,778.29
		10% Engr. & Cont.	1,377.82
		Total- - - - - - -	$15,009.98

Length 0.005 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	NRM Funds	State Funds
Project NRH 168-F				
44' Roadway	$116,580.73	$ 98,635.36	$ - -	$ 17,945.37
P. E. P. Undercrossing	25,251.64	21,364.64	- -	3,887.00
Total NRH 168-F	$141,832.37	$120,000.00	$ - -	$ 21,832.37
Project NRM 168-G				
52' Roadway	$ 7,409.57	$ - -	$ 6,396.48	$ 1,013.09
62' "	17,029.06	- -	14,700.72	2,328.34
54' "	17,448.27	- -	15,062.61	2,385.66
44' "	13,764.48	- -	11,882.49	1,881.99
Sub-total, Roadway	$ 55,651.38	$ - -	$48,042.30	$ 7,609.08
Kellog Lake Bridge	15,009.98	- -	12,957.70	2,052.28
Totals, NRM 168-G	$ 70,661.36	$ - -	$61,000.00	$ 9,661.36
Grand Total, all Work	$212,493.73	$120,000.00	$61,000.00	$ 31,493.73

168-F

June 4, 1934

Barham Brothers
1010 North 18th Street
Salem, Oregon

Gentlemen:

We hand you herewith fully executed copy of State Highway Contract No. 1632 which was awarded you on May 17 for the construction of the Kellogg Lake Outlet Bridge Extension and the Johnson Creek Retaining Wall on the East Portland-Oregon City Highway near Milwaukie.

This copy is for your records and files.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

FORM 9-A-4 10000 EN 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 29, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. V. T. Young,
Resident Engineer,
Oregon City, Ore.

NOTED
State Highway Engineer

Dear Sir:

We are asked to submit some photos of the Milwaukee-East Portland project to one of the construction magazines and we find that we do not have any covering this project. Will you please arrange to have at least two pictures taken for this purpose. Please try and pick some points that will show up the job to best advantage as an exhibit for publication.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock ✓
Wm. E. Chandler

3,323.69
119,904.42 ✓

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 15, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. Nash

Dear Sir:

We are returning herewith one copy of the estimate dated May 2, for Oregon USPW project NRH 168-F and NRM 168-G, south unit of the Portland-Milwaukie section of the East Portland-Oregon City Highway.

In preparing the estimate, you have grouped the grading and pavement under the structure with the structure. Under the present circumstances, when there is no advantage to be gained by classifying a portion of roadway as structure, no part of the roadway should be combined with the structure. Only pavement items on a participating structure should be considered as a part of the structure.

The enclosed estimate bears notations showing how it should have been prepared. When submitting estimates for this project in the future, please prepare them accordingly.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Encl.

119,904.42

Oregon State Highway Department National Recovery Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate to accompany plans for P. E. P. Undercrossing structure. Not as basis for project agreement.)

Salem, Oregon, May 2, 1934.

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-F

44' Roadway (Sta. 389+65 to 389+00) (Sta. 387+05 to 337+42.9) (Low bid prices)

All required		Clearing and Grubbing	$ 1.10	$ 60.44
4,000	cu. yds.	Rock Borrow	$ 1.10	4,400.00
83,000	" "	Gravel Borrow	0.55	45,650.00
250	" "	Trench Excavation	0.75	187.50
3,100	" "	Excavation, Single Classification	0.18	558.00
30	lin. ft.	12" Corrugated Iron Pipe	1.10	33.00
450	" "	18" Concrete Pipe	2.00	900.00
130	" "	36" " "	4.90	637.00
23,570	sq. yds.	Portland Cement Concrete Pavement	1.65	38,890.50
1,800	lin. ft.	Expansion Joints	0.16	288.00
12,500	" "	Contraction Joints	0.04	500.00
9,000	lbs.	Tie Bars & Reinforcement	0.05	450.00
1,280	only	Dowels	0.20	256.00
2,070	cu. yds.	Sand Cushion	0.80	1,656.00
330	" "	Rock Sub-base	1.30	429.00
1,500	" "	3" - 0" Shoulder Rock	1.30	1,950.00
600	" "	1½" - 0" " "	1.45	870.00
260	" "	Filler	0.30	78.00
260	yd. mi.	Hauling Filler	0.15	39.00
385	tons	Class "A" Asphaltic Concrete	5.50	2,117.50
2,410	sq. yds.	Surface Finish Coat	0.055	132.55
				$100,082.49

Johnson Creek Retaining Wall
(Sta. 337+68 to 339+03) (Estimated Prices)

330	cu. yds.	Excavation	$3.00	$ 990.00
30	" "	Excavation below plans	5.00	150.00
220	" "	Class "A" Concrete	18.00	3,960.00
16,000	lbs.	Metal Reinforcement	0.05	800.00
				$ 5,900.00

Sub-total	$105,982.49
10% Engr. & Cont.	10,598.24
Total- - - - - - -	$116,580.73
	3,323.69
	119,904.42

Length 0.952 miles
Cost per mile $122,458.77

P. E. P. Undercrossing (Sta. 389+00 to 387+05) (Low bid prices)

All Required		Clearing and Grubbing		$ 2.29
200	cu. yds.	Gravel Borrow	$ 0.55	110.00
10,400	" "	Excavation, Single Classification	0.18	1,872.00
430	sq. yds.	Portland Cement Concrete Pavement	1.65	709.50
80	lin. ft.	Expansion Joints	0.16	12.80
500	" "	Contraction Joints	0.04	20.00
400	lbs.	Tie Bars & Reinforcement	0.05	20.00
60	only	Dowels	0.20	12.00
80	cu. yds.	Sand Cushion	0.80	64.00
10	" "	Rock Sub-base	1.30	13.00
50	" "	3" - 0" Shoulder Rock	1.30	65.00
20	" "	1½" - 0" " "	1.45	29.00
10	" "	Filler	0.30	3.00
10	yd. mi.	Hauling Filler	0.15	1.50
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
90	sq. yds.	Surface Finish Coat	0.055	4.95
			Sub-total	$3,021.54

3021.54
302.15
3323.69

Structure (Contract Prices)

350	cu. yds.	Excavation	$ 2.50	$ 875.00
10	" "	Excavation below plans	3.00	30.00
2,200	lin. ft.	Treated Trestle Piling	0.90	1,980.00
165	cu. yds.	Class "A" Concrete	19.00	3,135.00
20,000	lbs.	Metal Reinforcement	.055	1,100.00
35	M-FBM	Treated Lumber	87.50	3,062.50
94,000	lbs.	Structural Steel	.058	5,452.00
All Required		Maintenance of Traffic		4,300.00
				$19,934.50
			Sub-total	$22,956.04
			10% Engr. & Cont.	2,295.60
			Total- - - - - -	$25,251.64

19934.50
1993.45
21,927.95

This portion of grading and paving is part of Roadway & not Structure.

Length 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-G

52' Roadway (Sta. 337+42.9 to 332.00) (Low Bid Prices)

All Required		Clearing and Grubbing		$ 6.48
800	cu. yds.	Gravel Borrow	$ 0.55	440.00
40	" "	Trench Excavation	0.75	30.00
650	" "	Excavation, Single Classification	0.18	117.00

15	lin. ft.	8" Drain Pipe	$ 0.40	$ 6.00
125	"	8" Drain Pipe (Under Pavement)	0.60	75.00
3	only	Catch Inlets	15.00	45.00
450	lin. ft.	Removal of Curbs	0.05	22.50
2	only	Removal of Inlets	2.00	4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20	72.00
450	lin. ft.	Concrete Curb	0.34	153.00
450	sq. yds.	Concrete Sidewalks	1.25	562.50
10	" "	Concrete Driveways Aprons	1.40	14.00
280	cu. yds.	Rock Sub-base	1.30	364.00
60	" "	3" - 0" Shoulder Rock	1.30	78.00
40	" "	1½" - 0" " "	1.45	58.00
60	" "	3/4" - 0" Screenings	1.55	93.00
40	" "	Filler	0.30	12.00
40	yd. mi.	Hauling Filler	0.15	6.00
330	tons	Class "A" Asphaltic Concrete	5.50	1,815.00
320	"	Class "C" Asphaltic Concrete	5.25	1,680.00
150	"	Class "E" Asphaltic Concrete	5.75	862.50
4,000	sq. yds.	Surface Finish Coat	0.055	220.00
			Sub-total	$ 6,735.98
			10% Engr. & Cont.	673.59
			Total	$ 7,409.57

Length 0.102 mile
Cost per mile $72,642.84

62' Roadway (Sta. 332+00 to 3[illegible]+40) (low bid prices)

All Required		Clearing and Grubbing		$ 10.29
1,500	cu. yds.	Gravel Borrow	$ 0.55	825.00
10	" "	Trench Excavation	0.75	7.50
250	" "	Excavation, Single Classification	0.18	45.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
1,500	"	Removal of Curbs	0.05	75.00
1,500	sq. yds.	Removal of Walks & Driveways	0.20	300.00
1,600	lin. ft.	Concrete Curb	0.34	544.00
1,350	sq. yds.	Concrete Sidewalks	1.25	1,687.50
100	" "	Concrete Drive Aprons	1.40	140.00
320	cu. yds.	Rock Sub-base	1.30	416.00
100	" "	1½" - 0" Shoulder Rock	1.45	145.00
10	" "	3/4" - 0" Screenings	1.55	15.50
20	" "	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
540	tons	Class "A" Asphaltic Concrete	5.50	2,970.00
640	"	" "C" " "	5.25	3,360.00
150	"	" "E" " "	5.75	862.50
6,200	sq. yds.	Surface Finish Coat	0.055	341.00
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	3,721.68
			Sub-total	$15,480.97
			10% Engr. & Cont.	1,548.09
			Total- - - - - - -	$17,029.06

Length 0.162 mile
Cost per mile $105,117.65

54' Roadway (Sta. 323+40 to 314+00) (Low bid prices)

All Required		Clearing and Grubbing		$ 10.92
3,000	cu. yds.	Gravel Borrow	$ 0.55	1,650.00
300	" "	Excavation, Single Classification	0.18	54.00
220	sq. yds.	Pavement Removal & Slope Paving	0.30	66.00
920	lin. ft.	Concrete Curb	0.34	312.80
780	cu. yds.	Rock Sub-base	1.30	1,014.00
136	" "	3" - 0" Shoulder Rock	1.30	176.80
96	" "	1½" - 0" " "	1.45	139.20
58	" "	3/4" - 0" Screenings	1.55	89.90
68	" "	Filler	0.30	20.40
68	yd. mi.	Hauling Filler	0.15	10.20
545	tons	Class "A" Asphaltic Concrete	5.50	2,997.50
774	"	" "C" " "	5.25	4,063.50
98	"	" "E" " "	5.75	563.50
5,670	sq. yds.	Surface Finish Coat	0.055	311.85
All Required		Re-establish Ry. Track & Power Lines	Agreed Prices	4,381.50
			Sub-total	$ 15,862.07
			10% Engr. & Cont.	1,586.20
			Total	$ 17,448.27

Length 0.172 mile
Cost per mile $101,443.43

44' Roadway (Sta. 314+00 to 308+00) (Low bid prices)

All Required		Clearing and Grubbing		$ 7.17
600	cu. yds.	Gravel Borrow	$ 0.55	330.00
18,400	" "	Excavation, Single Classification	0.18	3,312.00
300	sq. yds.	Pavement Removal & Slope Paving	0.30	90.00
650	lin. ft.	Concrete Curbs	0.34	221.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.65	4,455.00
220	lin. ft.	Expansion Joints	0.16	35.20
1,500	" "	Contraction Joints	0.04	60.00
1,200	lbs.	Tie Bars & Reinforcement	0.05	60.00
160	only	Dowels	0.20	32.00
250	cu. yds.	Sand Cushion	0.80	200.00
50	" "	Rock Sub-base	1.30	65.00
200	" "	3" - 0" Rock Shoulders	1.30	260.00
110	" "	1½" - 0" "	1.45	159.50
20	" "	3/4" - 0" Screenings	1.55	31.00
50	" "	Filler	0.30	15.00
50	yd. mi.	Hauling Filler	0.15	7.50
50	tons	Class "A" Asphaltic Concrete	5.50	275.00
300	sq. yds.	Surface Finish Coat	0.055	16.50

All Required	Re-establish Ry. Tracks & Power Line	Agreed prices	$2,881.39

Sub-total	$12,513.17
10% Engr. & Cont.	1,251.31
Total- - - - - - -	$13,764.48

Length	0.113 mile
Cost per mile	$121,809.55

Kellog Lake Bridge (Sta. 319+77.7 to 319+50.1) (new bid prices)

10	cu. yds.	Excavation, Single Classification	$0.18	$ 1.80
30	lin. ft.	Concrete Curbs	0.34	10.20
10	cu. yds.	Rock Sub-base	1.30	13.00
4	" "	3" - 0" Shoulder Rock	1.30	5.20
4	" "	1½" - 0" Shoulder Rock	1.45	5.80
2	" "	3/4" - 0" Screenings	1.55	3.10
2	" "	Filler	0.30	0.60
2	yd. mi.	Hauling Filler	0.15	0.30
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
16	"	" "C" " "	5.25	84.00
2	"	" "E" " "	5.75	11.50
180	sq. yds.	Surface Finish Coat	0.055	9.90
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	132.54
				$ 360.44

Structure (Estimated Prices)

380	cu. yds.	Excavation	$4.00	$ 1,520.00
20	" "	Excavation below plans	6.00	120.00
2,700	lin. ft.	Foundation Piling	0.50	1,350.00
264	cu. yds.	Class "A" Concrete	24.00	6,336.00
72	" "	Class "D" Concrete	22.00	1,584.00
40,000	lbs.	Metal Reinforcement	0.05	2,000.00
90	cu. yds.	Gravel Backfill	2.50	225.00
30	lin. ft.	Concrete Handrail	5.00	150.00
				$13,285.00

Sub-total	$13,778.29
10% Engr. & Cont.	1,377.82
Total- - - - - - -	$15,009.98

Length 0.005 mile

– Do I know how you would
this percentage split as
guessed at?

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	NRM Funds	State Funds
Project NRH 168-F				
44' Roadway	119,904.42 ~~$116,580.73~~	99,497.05 ~~$ 98,635.36~~	$ --	~~$ 17,945.37~~ 20,407.37
P. E. P. Undercrossing	~~25,251.64~~ 21,927.95	~~21,364.64~~ 20,502.95	--	~~3,887.00~~ 1,425.00
Total NRH 168-F	$141,832.37 ✓	$120,000.00 ✓	$ --	$ 21,832.37 ✓
Project NRM 168-G				
52' Roadway	$ 7,409.57	$ --	$ 6,396.48	$ 1,013.09
62' "	17,029.06	--	14,700.72	2,328.34
54' "	17,448.27	--	15,062.61	2,385.66
44' "	13,764.48	--	11,882.49	1,881.99
Sub-total, Roadway	$ 55,651.38	$ --	$48,042.30	$ 7,609.08
Kellog Lake Bridge	15,009.98	--	12,957.70	2,052.28
Totals, NRM 168-G	$ 70,661.36	$ --	$61,000.00	$ 9,661.36
Grand Total, all Work	$212,493.73	$120,000.00	$61,000.00	$ 31,493.73

1197

May 15, 1934

Edlefsen-Weygandt Company
1308 Southwest Front Avenue
Portland, Oregon

Attention: Mr. Weygandt

Gentlemen:

Reference is made to your letter of May 9th, requesting permission to use the Hunt process of curing, in connection with your contracts for the grading and paving of the South Unit of the Portland-Milwaukie Section, and for the grading and surfacing of the Newport Section.

This matter has been taken up with the Portland Office of the U. S. Bureau of Public Roads, and we are advised that since the specifications for the projects referred to do not provide for the use of this method of curing, it cannot be authorized.

We regret that the Bureau's decision has been in the negative, as we would have liked to have had this method of curing tried out.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

PRESIDENT

GORDON WEYGANDT
MANAGER

Edlefsen-Weygandt Co.

GENERAL
CONTRACTING

1308 S. W. FRONT AVE.
ATWATER 4090

PORTLAND, OREGON

May 9th 1934.

Mr. R.H. Baldock, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir;

The Johnson-March Corporation has suggested that we use Hunt Process, Clear, #615 for curing the sidewalks, curbs, driveway and pavement on our Milwaukie Job, project # N.R.M. 168-G and sidewalks, curb and driveway on the Newport Job project # N.R.M. 133-B.

If it meets with the approval of the Bureau and the State Highway Commission and would not interfere with specifications we would like to use the above mentioned material for curing the concrete.

Yours very truly,

Edlefsen-Weygandt Co.,

Per Gordon Weygandt

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

May 1, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract as of this date for Oregon U. S. Public Works project No. NRH 168-F, the P.E.P. Co. Railroad Bridge, East Portland-Oregon City Highway, to Parker-Schram Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

161-5

April 16, 1934

American Surety Company of New York
W. J. Lyons, Manager
500 Yeon Building
Portland, Oregon

Gentlemen:

Reference is made to your letters of April 11 and our answers of April 12, concerning the surety on the bonds furnished by Edlefsen-Weygandt Company in connection with their contracts for the grading of the Newport Section of the Oregon Coast Highway in Lincoln County and the grading and paving of the South Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Clackamas County.

These contracts have been returned to this office and inspection thereof discloses that in both instances the bonds furnished were written by the Fidelity & Deposit Company of Maryland, Clarence D, Porter, Agent, Failing Building, Portland.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JM
jm

April 12, 1934

American Surety Company of New York
W. J. Lyons, Manager
500 Yeon Building
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letters of April 11 asking the name of the surety on the bonds furnished by Edlefsen-Weygandt Company in connection with their contracts for the grading of the Newport Section of the Oregon Coast Highway in Lincoln County and the grading and paving of the South Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Clackamas County.

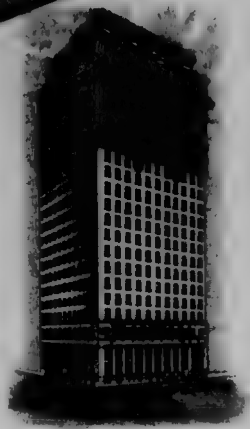
These contracts have been sent out to the State Highway Commission for signature, therefore we are unable to give you the name of the surety company at this time. As soon as they are returned to this office we shall transmit to you the information requested.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn



COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
VICE CHAIRMAN
A. F. LAFRENTZ
PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH — E. C. SAMMONS

WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE AT 5435

PORTLAND, ORE.,

April 11, 1934

Mr. Robert H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

Will you kindly advise us the name of the company executing the performance bond on behalf of Edlefsen-Weygandt Company for the grading and paving the South Unit, Portland-Milwaukie section of East Portland-Oregon City Highway in Clackamas County, Oregon.

Very truly yours

W. J. Lyons

WJL:C

OUR FIFTIETH YEAR

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

April 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for modifying Oregon U.S.Public Works project NRH 168-F, the south unit of the Portland-Milwaukie section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L. J. Canfield
Highway Engineer

Ion

Oregon State Highway Department National Recovery Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate to accompany plans for P. E. P. Undercrossing structure. Not as basis for project agreement.)

Salem, Oregon, April 10, 1934

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRM 168-F

44' Roadway (Sta. 389+65 to 389+00) (Sta. 387+05 to 337+42.9)(Low bid prices)

All Required		Clearing and Grubbing	[illegible]	$ 60.44
4,000	cu. yds.	Rock Borrow	$ 1.10	4,400.00
83,000	" "	Gravel Borrow	0.55	45,650.00
250	" "	Trench Excavation	0.75	187.50
3,100	" "	Excavation, Single Classification	0.18	558.00
30	lin. ft.	12" Corrugated Iron Pipe	1.10	33.00
450	" "	18" Concrete Pipe	2.00	900.00
130	" "	36" " "	4.90	637.00
23,570	sq. yds.	Portland Cement Concrete Pavement	1.65	38,890.50
1,800	lin. ft.	Expansion Joints	0.16	288.00
12,500	" "	Contraction Joints	0.04	500.00
9,000	lbs.	Tie Bars & Reinforcement	0.05	450.00
1,280	only	Dowels	0.20	256.00
2,070	cu. yds.	Sand Cushion	0.80	1,656.00
330	" "	Rock Sub-base	1.30	429.00
1,500	" "	3" - 0" Shoulder Rock	1.30	1,950.00
600	" "	1½" - 0" " "	1.45	870.00
260	" "	Filler	0.30	78.00
260	yd. mi.	Hauling Filler	0.15	39.00
385	tons	Class "A" Asphaltic Concrete	5.50	2,117.50
2,410	sq. yds.	Surface Finish Coat	0.055	132.55

Sub-total	$ 100,082.49
10% Engr. & Cont.	10,008.24
Total	$ 110,090.73

Length	0.952 mile
Cost per mile	$ 115,641.52

P. E. P. Undercrossing (Sta. 389+00 to 387+05) (Low bid prices)

All Required		Clearing and Grubbing		$ 2.29
200	cu. yds.	Gravel Borrow	$ 0.55	110.00
10,400	" "	Excavation, Single Classification	0.18	1,872.00
430	sq. yds.	Portland Cement Concrete Pavement	1.65	709.50
80	lin. ft.	Expansion Joints	0.16	12.80
500	" "	Contraction Joints	0.04	20.00
400	lbs.	Tie Bars & Reinforcement	0.05	20.00
60	only	Dowels	0.20	12.00
80	cu. yds.	Sand Cushion	0.80	64.00
10	" "	Rock Sub-base	1.30	13.00
50	" "	3" - 0" Shoulder Rock	1.30	65.00
20	" "	1½" - 0" " "	1.45	29.00
10	" "	Filler	0.30	3.00
10	yd. mi.	Hauling Filler	0.15	1.50
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
90	sq. yds.	Surface Finish Coat	0.055	4.95
		Sub-total		$ 3,021.54

Structure (Estimated Prices)

350	cu. yds.	Excavation	$ 2.00	[illegible]	$ 700.00	875.00
10	" "	Excavation below plans	3.00	[illegible]	30.00	[illegible]
2,200	lin. ft.	Treated Trestle Piling	1.00	[illegible]	2,200.00	1750.00
165	cu. yds.	Class "A" Concrete	20.00	[illegible]	3,300.00	[illegible]
20,000	lbs.	Metal Reinforcement	0.05	[illegible]	1,000.00	1100.00
35	M-FBM	Treated Lumber	95.00	87.50	3,325.00	3062.50
94,000	lbs.	Structural Steel	0.065	[illegible]	6,110.00	[illegible]
All Required		Maintenance of Traffic			5,000.00	6000.00
					$ 21,665.00	[illegible]
		Sub-total			$ 24,686.54	[illegible]
		10% Engr. & Cont.			2,468.65	[illegible]
		Total			$ 27,155.19	[illegible]

Length 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-C

52' Roadway (Sta. 337+42.9 to 312.00) (Low Bid Prices)

All Required		Clearing and Grubbing		$	6.48
800	cu. yds.	Gravel Borrow	$ 0.55		440.00
40	" "	Trench Excavation	0.75		30.00
650	" "	Excavation, Single Classification	0.18		117.00
15	lin. ft.	8" Drain Pipe	0.40		6.00
125	" "	8" Drain Pipe (Under Pavement)	0.60		75.00
3	only	Catch Inlets	15.00		45.00
450	lin. ft.	Removal of Curbs	0.05		22.50
2	only	Removal of Inlets	2.00		4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20		72.00
450	lin. ft.	Concrete Curb	0.34		153.00
450	sq. yds.	Concrete Sidewalks	1.25		562.50
10	" "	Concrete Driveway Aprons	1.40		14.00
280	cu. yds.	Rock Sub-base	1.30		364.00
60	" "	3" - 0" Shoulder Rock	1.30		78.00
40	" "	1½" - 0" " "	1.45		58.00
60	" "	¾" - 0" Screenings	1.55		93.00
40	" "	Filler	0.30		12.00
40	yd. mi.	Hauling Filler	0.15		6.00
330	tons	Class "A" Asphaltic Concrete	5.50		1,815.00
320	"	" "C" " "	5.25		1,680.00
150	"	" "E" " "	5.75		862.50
4,000	sq. yds.	Surface Finish Coat	0.055		220.00
			Sub-total	$	6,735.98
			10% Engr. & Cont.		673.59
			Total	$	7,409.57

Length 0.102 mile
Cost per mile $ 72,642.84

62' Roadway (Sta. 322+00 to 323+40) (Low bid prices)

All Required		Clearing and Grubbing		$	10.29
1,500	cu. yds.	Gravel Borrow	$ 0.55		825.00
10	" "	Trench Excavation	0.75		7.50
250	" "	Excavation, Single Classification	0.18		45.00
15	lin. ft.	8" Drain Pipe	0.40		6.00
1,500	" "	Removal of Curbs	0.05		75.00
1,500	sq. yds.	Removal of Walks & Driveways	0.20		300.00
1,600	lin. ft.	Concrete Curb	0.34		544.00

1,350	sq. yds.	Concrete Sidewalks	$ 1.25	$ 1,687.50
100	" "	Concrete Drive Aprons	1.40	140.00
320	cu. yds.	Rock Sub-base	1.30	416.00
100	" "	1½" - 0" Shoulder Rock	1.45	145.00
10	" "	¾" - 0" Screenings	1.55	15.50
20	cu. yds.	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
540	tons	Class "A" Asphaltic Concrete	5.50	2,970.00
640	"	" "C" " "	5.25	3,360.00
150	"	" "E" " "	5.75	862.50
6,200	sq. yds.	Surface Finish Coat	0.055	341.00
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	3,721.68
			Sub-total	$ 15,480.97
			10% Engr. & Cont.	1,548.09
			Total	$ 17,029.06

Length 0.162 mile
Cost per mile $ 105,117.65

54' Roadway (Sta. 323+10 to 314+00) (Low bid prices)

All Required		Clearing and Grubbing		$ 10.92
3,000	cu. yds.	Gravel Borrow	$ 0.55	1,650.00
300	" "	Excavation, Single Classification	0.18	54.00
220	sq. yds.	Pavement Removal & Slope Paving	0.30	66.00
920	lin. ft.	Concrete Curb	0.34	312.80
780	cu. yds.	Rock Sub-base	1.30	1,014.00
136	" "	3" - 0" Shoulder Rock	1.30	176.80
96	" "	1½" - 0" " "	1.45	139.20
58	" "	¾" - 0" Screening	1.55	89.90
68	" "	Filler	0.30	20.40
68	yd. mi.	Hauling Filler	0.15	10.20
545	tons	Class "A" Asphaltic Concrete	5.50	2,997.50
774	"	" "C" " "	5.25	4,063.50
98	"	" "E" " "	5.75	563.50
5,670	sq. yds.	Surface Finish Coat	0.055	311.85
All Required		Re-establish Ry. Track & Power Lines	Agreed prices	4,381.50
			Sub-total	$ 15,862.07
			10% Engr. & Cont.	1,586.20
			Total	$ 17,448.27

Length 0.172 mile
Cost per mile $ 101,443.43

44' Roadway (Sta. 314+00 to 308+00) (Low bid prices)

All Required		Clearing and Grubbing		$ 7.17
600	cu. yds.	Gravel Borrow	$ 0.55	330.00
18,400	" "	Excavation, Single Classification	0.18	3,312.00
300	sq. yds.	Pavement Removal & Slope Paving	0.30	90.00
650	lin. ft.	Concrete Curbs	0.34	221.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.65	4,455.00
220	lin. ft.	Expansion Joints	0.16	35.20
1,500	" "	Contraction Joints	0.04	60.00
1,200	lbs.	Tie Bars & Reinforcement	0.05	60.00
160	only	Dowels	0.20	32.00
250	cu. yds.	Sand Cushion	0.80	200.00
50	" "	Rock Sub-base	1.30	65.00
200	" "	3" - 0" Rock Shoulders	1.30	260.00
110	" "	1¼" - 0" " "	1.45	159.50
20	" "	¾" - 0" Screenings	1.55	31.00
50	" "	Filler	0.30	15.00
50	yd. mi.	Hauling Filler	0.15	7.50
50	tons	Class "A" Asphaltic Concrete	5.50	275.00
300	sq. yds.	Surface Finish Coat	0.055	16.50
All Required		Re-establish Ry. Tracks & Power Line	Agreed prices	2,881.30
			Sub-total	$ 12,513.17
			10% Engr. & Cont.	1,251.31
			Total	$ 13,764.48

Length 0.113 mile
Cost per mile $ 121,809.55

Bridge (Sta. 319+77.7 to 319+50.1) (Low bid prices)

10	cu. yds.	Excavation, Single Classification	$0.18	$ 1.80
30	lin. ft.	Concrete Curbs	0.34	10.20
10	cu. yds.	Rock Sub-base	1.30	13.00
4	" "	3" - 0" Shoulder Rock	1.30	5.20
4	" "	1¼" - 0" " "	1.45	5.80
2	" "	¾" - 0" Screenings	1.55	3.10
2	" "	Filler	0.30	0.60
2	yd. mi.	Hauling Filler	0.15	0.30
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
16	"	" "C" " "	5.25	84.00
2	"	" "D" " "	5.75	11.50
180	sq. yds.	Surface Finish Coat	0.055	9.90
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	132.54
			Sub-total	$ 360.44
			10% Engr. & Cont.	36.04
			Total	$ 396.48

15

Length .005 mile

SUMMARY OF FUNDS REQUESTED

	Total Cost	NRH Funds	NRM Funds	State Funds
Project NRH 168-F				
44' Roadway	$ 110,090.73	$ 99,010.82	$ --	$ 11,079.91
P. E. P. Undercrossing	27,155.19	17,989.18	--	9,166.01
Total, NRH 168-F	$ 137,245.92	$117,000.00	$ --	$ 20,245.92
Project NRM 168-G				
52' Roadway	$ 7,409.57	$ --	$ 6,477.84	$ 931.73
62' "	17,029.06	--	14,887.70	2,141.36
54' "	17,448.27	--	15,254.20	2,194.07
44' "	13,764.48	--	12,033.64	1,730.84
Sub-total, Roadway	$ 55,651.38	$ --	$48,653.38	$ 6,998.00
Structure	396.48	--	346.62	49.86
Total, NRM 168-G	$ 56,047.86	$ --	$49,000.00	$ 7,047.86
Grand Total, All Work	$ 193,293.78	$117,000.00	$49,000.00	$ 27,293.78

1687

April 7, 1934

Edlefsen-Weygandt Company
Columbia Blvd. & Peninsula Ave.
Portland, Oregon

Gentlemen:

We have received today, from Clarence D. Porter, Portland Manager of the Fidelity & Deposit Company of Maryland, three copies each of the following contracts which were awarded to you by the State Highway Commission:

Contract No. 1699 - Construction of the south unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway

Contract No. 1811 - Construction of the Newport Section of the Oregon Coast Highway in Lincoln County.

Mr. Porter retained for the files of the surety company one copy each of these contracts. We shall be pleased to see that you are furnished with a fully executed copy of each contract as soon as they have been signed by the members of the State Highway Commission.

This information is given you at the request of Mr. Porter.

Yours very truly

HBG:MC
Secretary

cc - Clarence D. Porter
Failing Building
Portland, Oregon

[illegible]RTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

APRIL SIXTH,
1934.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am enclosing in triplicate contracts of Edlefsen-Weygandt Co. for the grading and bit. macadam Newport Section on the Oregon Coast Highway in Lincoln County, Oregon and Grading and Paving South Unit, Portland-Milwaukie Section on the East Portland-Oregon City Highway in Clackamas County, Oregon. You will find that the bond has been duly executed by this company. We have retained for our file the fourth copy which was prepared by you for us.

Will you be good enough to acknowledge receipt of these contracts direct to Edlefsen-Weygandt Co. whose address is Columbia Blvd. and Peninsula Avenue, Portland, Oregon as well as sending them their copy of the contract in each case as soon as it has been executed by the State Highway Commission.

Very truly yours,
Clarence D Porter
Clarence D. Porter,
Manager

CDP:DC

1167

March 26, 1934

Edlefsen Weygandt Company
Columbia Boulevard & Peninsula Avenue
Portland, Oregon

Gentlemen:

For use in connection with the South Unit, Portland-Milwaukie grading and paving project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 836 S. W. 1st Avenue, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. F. T. Young

168-F

March 23, 1934

Edlefsen-Weygandt Co.
Columbia Blvd. & Peninsular Ave.
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 22 for the construction of the South Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Clackamas County, and has awarded to you the contract for such work at your bid price of $149,922.80.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREGON

March 22, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRH 168-F and NRM 168-C, South Unit, Portland-Milwaukie section of the East Portland-Oregon City Highway, to Edlefsen-Weygandt Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

March 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans for the South Unit, Portland-Milwaukie Section, Projects No. NRH 168-F and NRM 168-G. Likewise, there are enclosed five copies of bidding sheet number 3 to replace those in the bid proposals sent to you previously.

These revised papers are occasioned because of a change in the bid quantities for the items of "Rock Sub-base," "Class 'C' Asphaltic Concrete" and "Class 'E' Asphaltic Concrete."

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery
Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

Salem, Oregon, March 10, 1934

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-F

44' Roadway (Sta. 389+65 to 399+00) (Sta. 387+05 to 337+46.9)

All Required		Clearing and Grubbing		$ 430.00
4,000	cu. yds.	Rock Borrow	$0.75	3,000.00
83,000	" "	Gravel Borrow	0.50	41,500.00
250	" "	Trench Excavation	1.00	250.00
3,100	" "	Excavation, Single Classification	0.40	1,240.00
30	lin. ft.	12" Corrugated Iron Pipe	1.20	36.00
450	" "	18" Concrete Pipe	2.00	900.00
130	" "	36" " "	5.00	650.00
23,570	sq. yds.	Portland Cement Concrete Pavement	1.70	40,069.00
1,800	lin. ft.	Expansion Joints	0.20	360.00
12,500	" "	Contraction Joints	0.05	625.00
9,000	lbs.	Tie Bars & Reinforcement	0.06	540.00
1,280	only	Dowels	0.20	256.00
2,070	cu. yds.	Sand Cushion	1.20	2,484.00
330	" "	Rock Sub-base	1.50	495.00
1,500	" "	3" - 0" Shoulder Rock	1.00	1,500.00
600	" "	1½" - 0" " "	1.50	900.00
260	" "	Filler	0.50	130.00
260	yd. mi.	Hauling Filler	0.20	52.00
385	tons	Class "A" Asphaltic Concrete	6.00	2,310.00
2,410	sq. yds.	Surface Finish Coat	0.05	120.50
		Sub-total- - - - -		$97,847.50
		10% Engr. & Cont.		9,784.75
		Total - - - -		$107,632.25

Length 0.952 mile
Cost per mile $113,059.08

P.E.R. Undercrossing (Sta. 389+00 to 387+05)

All Required		Clearing & Grubbing		$ 20.00
200	cu. yds.	Gravel Borrow	$0.50	100.00
10,400	" "	Excavation, Single Classification	0.40	4,160.00
430	sq. yds.	Portland Cement Concrete Pavement	1.70	731.00
80	lin. ft.	Expansion Joints	0.20	16.00
500	" "	Contraction Joints	0.05	25.00
400	lbs.	Tie Bars & Reinforcement	0.06	24.00
60	only	Dowels	0.20	12.00
80	cu. yds.	Sand Cushion	1.20	96.00
10	" "	Rock Sub-base	1.50	15.00
50	" "	3" - 0" Shoulder Rock	1.00	50.00
20	" "	1½" - 0" " "	1.50	30.00
10	" "	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
15	tons	Class "A" Asphaltic Concrete	6.00	90.00
90	sq. yds.	Surface Finish Coat	0.05	4.50
		Sub-total		$5,380.50
		10% Engr. & Cont.		538.05
		Total		$5,918.55

Length ~~0.36~~ 0.626 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-G

52' Roadway (Sta. 377+42.9 to 372+00)

All Required		Clearing & Grubbing		$ 50.00
800	cu. yds.	Gravel Borrow	$0.50	400.00
40	" "	Trench Excavation	1.00	40.00
650	" "	Excavation, Single Classification	0.40	260.00
15	lin. ft.	8" Drain Pipe	0.50	7.50
125	" "	8" " " (Under Pavement)	0.80	100.00
3	only	Catch Inlets	20.00	60.00
450	lin. ft.	Removal of Curbs	0.10	45.00
2	only	Removal of Inlets	5.00	10.00
360	sq. yds.	Removal of Sidewalks and Driveways	0.30	108.00
450	lin. ft.	Concrete Curb	0.60	270.00
450	sq. yds.	Concrete Sidewalks	1.30	585.00
10	" "	Concrete Drive Aprons	2.00	20.00
280	cu. yds.	Rock Sub-base	1.50	420.00
60	" "	3" - 0" Shoulder Rock	1.00	60.00

40	cu. yds.	1½" - 0" Shoulder Rock	$1.50	$ 60.00
60	" "	3/4" - 0" Screenings	2.00	120.00
40	" "	Filler	0.50	20.00
40	yd. mi.	Hauling Filler	0.20	8.00
330	tons	Class "A" Asphaltic Concrete	6.00	1,980.00
320	"	" "C" " "	5.50	1,760.00
150	"	" "E" " "	6.50	975.00
4,000	sq. yds.	Surface Finish Coat	0.05	200.00

Sub-total- - $ 7,558.50
10% Engr. & Cont. 755.85

Total- - $ 8,314.35

Length 0.102 mile
Cost per mile $81,513.23

62' Roadway (Sta. 332+00 to 323+40)

All Required		Clearing and Grubbing		$ 70.00
1,500	cu. yds.	Gravel Borrow	$0.50	750.00
10	" "	Trench Excavation	1.00	10.00
250	" "	Excavation, Single Classif.	0.40	100.00
15	lin. ft.	8" Drain Pipe	0.50	7.50
1,500	" "	Removal of Curbs	0.10	150.00
1,500	sq. yds.	Removal of Walks & Driveways	0.30	450.00
1,600	lin. ft.	Concrete Curb	0.60	960.00
1,350	sq. yds.	Concrete Sidewalks	1.30	1,755.00
100	" "	" Drive Aprons	2.00	200.00
320	cu. yds.	Rock Sub-base	1.50	480.00
100	" "	1½" - 0" Shoulder Rock	1.50	150.00
10	" "	3/4" - 0" Screenings	2.00	20.00
20	" "	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
540	tons	Class "A" Asphaltic Concrete	6.00	3,240.00
640	"	" "C" " "	5.50	3,520.00
150	"	" "E" " "	6.50	975.00
6,200	sq. yds.	Surface Finish Coat	0.05	310.00
All Required		Re-establish Ry. Tracks & Power Lines		3,721.68

Sub-total- - $16,883.18

10% Engr. & Cont. 1,688.31

Total- - $18,571.49

Length 0.162 mile

Cost per mile $114,638.82

54' Roadway (Sta. 323+40 to 314+00)

All Required		Clearing & Grubbing		$ 80.00
3,000	cu. yds.	Gravel Borrow	$0.50	1,500.00
300	" "	Excavation, Single Classification	0.40	120.00
220	sq. yds.	Pavement Removal and Slope Paving	0.50	110.00
920	lin. ft.	Concrete Curb	0.60	552.00
780	cu. yds.	Rock Sub-base	1.50	1,170.00
136	" "	3" - 0" Shoulder Rock	1.00	136.00
96	" "	1½" - 0" " "	1.50	144.00
58	" "	3/4" - 0" Screenings	2.00	116.00
68	" "	Filler	0.50	34.00
68	yd. mi.	Hauling Filler	0.20	13.60
545	tons	Class "A" Asphaltic Concrete	6.00	3,270.00
774	"	" "C" " "	5.50	4,257.00
98	"	" "E" " "	6.50	637.00
5,670	sq. yds.	Surface Finish Coat	0.05	283.50
All Required		Reestablish Ry. Tracks and Power Lines		4,381.50
		Sub-total		$16,804.60
		10% Engr. & Cont.		1,680.46
		Total- - - -		$18,485.06

Length 0.172 mile
Cost per mile $107,471.27

44' Roadway (Sta. 314+00 to 308+00)

All Required		Clearing & Grubbing		$ 50.00
600	cu. yds.	Gravel Borrow	0.50	300.00
18,400	" "	Excavation, Single Classification	0.40	7,360.00
300	sq. yds.	Pavement Removal and Slope Paving	0.50	150.00
650	lin. ft.	Concrete Curbs	0.60	390.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.70	4,590.00
220	lin. ft.	Expansion Joints	0.20	44.00
1,500	" "	Contraction Joints	0.05	75.00
1,200	lbs.	Tie Bars & Reinforcement	0.06	72.00
160	only	Dowels	0.20	32.00
250	cu. yds.	Sand Cushion	1.20	300.00
50	" "	Rock Sub-base	1.50	75.00
200	" "	3" - 0" Rock Shoulders	1.00	200.00
110	" "	1½" - 0" " "	1.50	165.00

20	cu. yds.	3/4" - 0" Screenings	2.00	$	40.00
50	" "	Filler	0.50		25.00
50	yd. mi.	Hauling Filler	0.20		10.00
50	tons	Class "A" Asphaltic Concrete	6.00		300.00
300	sq. yds.	Surface Finish Coat	0.05		15.00
All Required		Re-establish Ry. Tracks & Power Line			2,881.30
		Sub-total- - - -			$17,074.30
		10% Engr. & Cont.			1,707.43
		Total- - - -			$18,781.73

Length 0.113 mile
Cost per mile $166,210.00

Bridge (Sta. 319+77.7 to 319+50.1)

10	cu. yds.	Excavation, Single Classif.	$0.40	$	4.00
30	lin. ft.	Concrete Curbs	0.60		18.00
10	cu. yds.	Rock Sub-base	1.50		15.00
4	" "	3" - 0" Shoulder Rock	1.00		4.00
4	" "	1½" - 0" " "	1.50		6.00
2	" "	3/4" - 0" Screenings	2.00		4.00
2	" "	Filler	0.50		1.00
2	yds. mi.	Hauling Filler	0.20		0.40
15	tons	Class "A" Asphaltic Concrete	6.00		90.00
16	"	" "C" " "	5.50		88.00
2	"	" "E" " "	6.50		13.00
180	sq. yds.	Surface Finish Coat	0.05		9.00
All Required		Re-establish Ry. Tracks & Power Lines			132.54
		Sub-total- - - -		$	384.94
		10% Engr. & Cont.			38.49
		Total- - -		$	423.43

Length .005 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	NRM Funds	State Funds
Project NRH 168-F				
44' Roadway	$ 107,632.25	$71,090.81	$ - -	$ 36,541.44
P. E. P. Undercrossing	5,918.55	3,909.19	- -	2,009.36
Total, Proj. NRH 168-F	$ 113,550.80	$75,000.00	$ - -	$ 38,550.80
Project NRM 168-G				
52' Roadway	$ 8,314.35		$ 7,210.16	$ 1,104.19
62' "	18,571.49		16,105.09	2,466.40
54' "	18,485.06		16,030.14	2,454.92
44' "	18,781.73		16,287.41	2,494.32
Sub-total, Roadway	$ 64,152.63		$ 55,632.80	$ 8,519.83
Structure	$ 423.43		$ 367.20	$ 56.23
Total, Proj. NRM 168-G	$ 64,576.06		$ 56,000.00	$ 8,576.06
Grand Total, All Work	$ 178,126.86	$75,000.00	$ 56,000.00	$ 47,126.86

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

10

Dear Sir:

Plans, specifications and estimate for Oregon U.S.Public Works project NRH 168-F and NRM 168-G, the south unit of the Portland-Milwaukie section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority for advertising.

We should have the usual copies of town resolution by the town of Milwaukie relative to encroachments, and covering maintenance if such maintenance is to be performed by the city on the portion through Milwaukie.

Copies of easement and price agreements with the railroad company should also be forwarded as soon as possible.

Widening strips should be provided at the two extremities of the NRM project where there is an abrupt change in width of pavement. At the south end this could be of asphaltic concrete which could be removed at small expense when the second 20' lane of concrete is placed. At Sta. 337+42.9, however, where future widening of the 40' pavement is very improbable, it is believed that a cement concrete widening strip should be placed.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L. J. Canfield
Highway Engineer

REFERRED TO
Probert

March 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We refer to your letter of March 7th, in regard to the South Unit of the Portland-Milwaukie Section, Project NRM 168-F and NRM 168-G, in which letter you suggest the construction of widening strips to eliminate the abrupt changes in pavement width which occur at the south end of the project and at the north end of Front Street in Milwaukie.

We will be glad to follow this suggestion at the north end of Front Street, but at the south end of the project, where we expect to extend the wide pavement within a year or two, we would prefer to bring about the desired convergence of traffic by painting a stripe diagonally across the east half of the wide pavement and by erecting a suitable barrier. As the extra width of pavement is at the right hand side of traffic coming onto the wider pavement from the narrower pavement, we believe that this arrangement will prove entirely satisfactory.

Unless we hear from you to the contrary, we will assume that the plan outlined above meets with your approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc H. G. Smith
W. E. Chandler
F. D. Eason

March 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans, five bid proposals and five sets of blueprint plans for the South Unit, Portland-Milwaukie Section, Projects No. NRH 168-F and NRM 168-G.

Involved in Project NRM 168-G is the item of "Reestablishing P. E. P. Company's Tracks and Power Lines," and we have computed the cost of this work to be charged against each of the various portions of the project on the basis of lengths of these sections. We have assumed these sections to be between Sta. 302+50 and Sta. 331+15 at which station the railway crosses the highway right of way line. The statement attached to the estimate shows the computations for these costs.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/[illegible]

Encl.

Oregon State Highway Department

National Recovery
Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

Salem, Oregon, March 6, 1934.

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-F

44' Roadway (Sta. 389+65 to 389+00) (Sta. 387+05 to 337+42.9)

All Required		Clearing and Grubbing		$ 430.00	
4,000	cu. yds.	Rock Borrow	$ 0.75	3,000.00	
83,000	" "	Gravel Borrow	0.50	41,500.00	
250	" "	Trench Excavation	1.00	250.00	
3,100	" "	Excavation, Single Classif.	0.40	1,240.00	
30	lin. ft.	12" Corrugated Iron Pipe	1.20	36.00	
450	" "	18" Concrete Pipe	2.00	900.00	
130	" "	36" " "	5.00	650.00	
23,570	sq. yds.	Portland Cement Concrete Pavement	1.70	40,069.00	
1,800	lin. ft.	Expansion Joints	0.20	360.00	
12,500	" "	Contraction Joints	0.05	625.00	
9,000	lbs.	Tie Bars & Reinforcement	0.06	540.00	
1,280	only	Dowels	0.20	256.00	
2,070	cu. yds.	Sand Cushion	1.20	2,484.00	
310	" "	Rock Sub-base	1.50	~~465.00~~	495.00
1,500	" "	3" - 0" Shoulder Rock	1.00	1,500.00	
600	" "	1½" - 0" " "	1.50	900.00	
260	" "	Filler	0.50	130.00	
260	yd. mi.	Hauling Filler	0.20	52.00	
385	tons	Class "A" Asphaltic Concrete	6.00	2,310.00	
2,410	sq. yds.	Surface Finish Coat	0.05	120.50	
		Sub-total- - -		~~$97,817.50~~	97,847.50
		10% Engr. & Cont.		~~9,781.75~~	9784.75
		Total- - -		~~$107,599.25~~	107632.25

Length 0.952 mile

Cost per mile ~~$113,024.42~~ 113 059 08

P.E.P. Undercrossing (Sta. 339+00 to 337+05)

All Required		Clearing & Grubbing		$ 20.00
200	cu. yds.	Gravel Borrow	$0.50	100.00
10,400	" "	Excavation, Single Classification	0.40	4,160.00
430	sq. yds.	Portland Cement Concrete Pavement	1.70	731.00
80	lin. ft.	Expansion Joints	0.20	16.00
500	" "	Contraction Joints	0.05	25.00
400	lbs.	Tie Bars & Reinforcement	0.06	24.00
60	only	Dowels	0.20	12.00
80	cu. yds.	Sand Cushion	1.20	96.00
10	" "	Rock Sub-base	1.50	15.00
50	" "	3" - 0" Shoulder Rock	1.00	50.00
20	" "	1½" - 0" " "	1.50	30.00
10	" "	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
15	tons	Class "A" Asphaltic Concrete	6.00	90.00
90	sq. yds.	Surface Finish Coat	0.05	4.50
		Sub-total		$5,380.50
		10% Engr. & Cont.		538.05
		Total		$5,918.55

Length 0.36 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 158-G

56' Roadway (Sta. 337+42.9 to 322+00)

All Required		Clearing & Grubbing		$ 50.00
800	cu. yds.	Gravel Borrow	$0.50	400.00
40	" "	Trench Excavation	1.00	40.00
650	" "	Excavation, Single Classification	0.40	260.00
15	lin. ft.	8" Drain Pipe	0.50	7.50
125	" "	8" " " (Under Pavement)	0.80	100.00
3	only	Catch Inlets	20.00	60.00
450	lin. ft.	Removal of Curbs	0.10	45.00
2	only	Removal of Inlets	5.00	10.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.30	108.00
450	lin. ft.	Concrete Curb	0.60	270.00
450	sq. yds.	Concrete Sidewalks	1.70	765.00
10	" "	Concrete Drive Aprons	2.00	20.00
280 ~~140~~	cu. yds.	Rock Sub-base	1.50	~~210.00~~ 420.00
60	" "	3" - 0" Shoulder Rock	1.00	60.00

40	cu. yds.	1½" - 0" Shoulder Rock	$1.50	$ 60.00	
60	" "	3/4" - 0" Screenings	2.00	120.00	
40	" "	Filler	0.50	20.00	
40	yd. mi.	Hauling Filler	0.20	8.00	
330	tons	Class "A" Asphaltic Concrete	6.00	1,980.00	
320 ~~280~~	"	" "C" " "	5.50	~~1,540.00~~	1760.00
150 ~~350~~	"	" "E" " "	6.50	~~2,275.00~~	975.00
4,000	sq. yds.	Surface Finish Coat	0.05	200.00	
		Sub-total- - -		$ 8,428.50	7558.50
		10% Engr. & Cont. -		842.85	755.85
		Total- - -		$ 9,271.35	8314.35

Length 0.102 mile
Cost per mile $90,895.58 81513.23

62' Roadway (Sta. 332+00 to 323+40)

All Required		Clearing and Grubbing		$ 70.00	
1,500	cu. yds.	Gravel Borrow	$0.50	750.00	
10	" "	Trench Excavation	1.00	10.00	
250	" "	Excavation, Single Classif.	0.40	100.00	
15	lin. ft.	8" Drain Pipe	0.50	7.50	
1,500	" "	Removal of Curbs	0.10	150.00	
1,500	sq. yds.	Removal of Walks & Driveways	0.30	450.00	
1,600	lin. ft.	Concrete Curb	0.60	960.00	
1,350	sq. yds.	" Sidewalks	1.30	1,755.00	
100	" "	" Drive Aprons	2.00	200.00	
320 ~~150~~	cu. yds.	Rock Sub-base	1.50	~~225.00~~	480.00
100	" "	1½" - 0" Shoulder Rock	1.50	150.00	
10	" "	3/4" - 0" Screenings	2.00	20.00	
20	" "	Filler	0.50	10.00	
20	yd. mi.	Hauling Filler	0.20	4.00	
540	tons	Class "A" Asphaltic Concrete	6.00	3,240.00	
640 ~~550~~	"	" "C" " "	5.50	~~3,025.00~~	3520.00
150 ~~350~~	"	" "E" " "	6.50	~~2,275.00~~	975.00
6,200	sq. yds.	Surface Finish Coat	0.05	310.00	
All Required		Re-establish Ry. Tracks & Power Lines		3,721.68	*
		Sub-total- - - -		$17,433.18	16883.18
		10% Engr. & Cont.		1,743.31	1688.31
		Total- - - -		$19,176.49	* 18571.49

Length 0.162 mile

Cost per mile $118,373.39 114638.82

54' Roadway (Sta. 323+08 to 314+00)

All Required		Clearing & Grubbing		$ 80.00	
3,000	cu. yds.	Gravel Borrow	$0.50	1,500.00	
300	" "	Excavation, Single Classification	0.40	120.00	
220	sq. yds.	Pavement Removal and Slope Paving	0.50	110.00	
920	lin. ft.	Concrete Curb	0.60	552.00	
780 ~~400~~	cu. yds.	Rock Sub-base	1.50	~~600.00~~	1170.00
136	" "	3" - 0" Shoulder Rock	1.00	136.00	
96	" "	1½" - 0" " "	1.50	144.00	
58	" "	3/4" - 0" Screenings	2.00	116.00	
68	" "	Filler	0.50	34.00	
68	yd. mi.	Hauling Filler	0.20	13.60	
545	tons	Class "A" Asphaltic Concrete	6.00	3,270.00	
774 ~~654~~	"	" "C" " "	5.50	3,597.00	4257.00
98 ~~198~~	"	" "E" " "	6.50	1,287.00	637.00
5,670	sq. yds.	Surface Finish Coat	0.05	283.50	
All Required		Reestablish Ry. Tracks and Power Lines		4,381.50	
		Sub-total		$16,224.60	16804.60
		10% Engr. & Cont.		1,622.46	1680.46
		Total		~~$17,847.06~~	18,485.06

Length 0.172 mile

Cost per mile ~~$103,761.97~~ 107,471.27

44' Roadway (Sta. 314+00 to 308+00)

All Required		Clearing & Grubbing		$ 50.00	
600	cu. yds.	Gravel Borrow	$0.50	300.00	
18,400	" "	Excavation, Single Classification	0.40	7,360.00	
300	sq. yds.	Pavement Removal and Slope Paving	0.50	150.00	
650	lin. ft.	Concrete Curbs	0.60	390.00	
2,700	sq. yds.	Portland Cement Concrete Pavement	1.70	4,590.00	
220	lin. ft.	Expansion Joints	0.20	44.00	
1,500	" "	Contraction Joints	0.05	75.00	
1,200	lbs.	Tie Bars & Reinforcement	0.06	72.00	
160	only	Dowels	0.20	32.00	
250	cu. yds.	Sand Cushion	1.20	300.00	
50 ~~40~~	" "	Rock Sub-base	1.50	~~60.00~~	75.00
200	" "	3" - 0" Rock Shoulders	1.00	200.00	
110	" "	1½" - 0" " "	1.50	165.00	

20	cu. yds.	3/4" - 0" Screenings	$2.00	$ 40.00
50	" "	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.20	10.00
50	tons	Class "A" Asphaltic Concrete	6.00	300.00
300	sq. yds.	Surface Finish Coat	0.05	15.00
All Required		Re-establish Ry. Tracks & Power Line		2,880.30
		Sub-total- - -		$17,059.30 17074.30
		10% Engr. & Cont.		1,705.93 1707.43
		Total- - -		$18,765.23 18,781.73

Length 0.113 mile
Cost per mile $ 166,063.98 166,210 00

Bridge (Sta. 319+77.7 to 319+50.1)

10	cu. yds.	Excavation, Single Classif.	$0.40	$ 4.00
30	lin. ft.	Concrete Curbs	0.60	18.00
10	cu. yds.	Rock Sub-base	1.50	15.00
4	" "	3" - 0" Shoulder Rock	1.00	4.00
4	" "	1½" - 0" " "	1.50	6.00
2	" "	3/4" - 0" Screenings	2.00	4.00
2	" "	Filler	0.50	1.00
2	yd. mi.	Hauling Filler	0.20	0.40
15	tons	Class "A" Asphaltic Concrete	6.00	90.00
16	"	" "C" " "	5.50	88.00
2	"	" "F" " "	6.50	13.00
180	cu. yds.	Surface Finish Coat	0.05	9.00
All Required		Re-establish Ry. Tracks & Power Lines		132.54
		Sub-total- - -		$ 384.94
		10% Engr. & Cont.		38.49
		Total- - -		$ 423.43

Length .005 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	NRM Funds	State Funds	
Project NRH 168-F					
44' Roadway	107,632.55 ~~$ 107,599.25~~	71,090.81 ~~$71,089.68~~	$ --	36,541.44 ~~$36,509.57~~	
P. E. P. Undercrossing	~~5,918.55~~	3,909.19 ~~3,910.32~~	--	~~2,008.23~~	2009.36
Total, Proj. NRH 168-F	~~$ 113,517.80~~ 113,520.80	$75,000.00	$ --	~~$38,517.80~~	38520.80
Project NRM 168-G					
52' Roadway	8,314.35 ~~$ 9,271.35~~		7210.16 ~~$7,928.64~~	~~$ 1,342.71~~	1104.19
62' "	18,571.40 ~~19,176.49~~		16,105.09 ~~16,399.28~~	~~2,777.21~~	2466.40
54' "	18,485.06 ~~17,847.06~~		16,030.14 ~~15,262.39~~	~~2,584.67~~	2454.92
44' "	18,781.79 ~~18,765.23~~		16,287.44 ~~16,047.58~~	~~2,717.65~~	2494.35
Sub-total, Rdwy.	64,152.63 ~~$ 65,060.13~~		55,632.80 ~~$55,637.89~~	~~$ 9,422.24~~	8519.83
Structure	~~$ 423.43~~		367.20 ~~$ 362.11~~	~~$ 61.32~~	56.28
Total, Proj. NRM 168-G	64,576.06 ~~$ 65,483.56~~		$56,000.00	~~$ 9,483.56~~	8576.06
Grand Total, All Work	~~$ 179,001.36~~ 178,126.86	$75,000.00	$56,000.00	~~$48,001.36~~	47,126.86

1687

Oregon City, Oregon.
February 28, 1934.

Mr. W. E. Chandler
Division Engineer
State Highway Department
Salem, Oregon.

Dear Sir:

Borrow material for the P.E.P. roadbed can be secured from the State's pit at station 292. This is suitable material for this work and will be much cheaper than gravel borrow. Have given no item of haul as I believe now the plan is to allow the haul costs to be included in the excavation price. If, however, you wish to use a haul item it would be for one mile on borrow material.

In the clearing item it would be well to mention that the borrow pit calls for clearing and that some piling across the Oceanic Shipbuilding property will have to be cut off or removed.

Am sending herewith a revised profile of the P.E.P. location together with a roll of cross-sections . Please destroy the old P.E.P. profile and return to me all the data pertaining to this estimate when it has served its purpose in your office.

Yours truly,

F. T. Young
Resident Engineer.

cc S. H. Probert.

ISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Oregon City, Oregon
February 19, 1934

[illegible] 1934
[illegible]NEER
DIV[illegible]

W. E. Chandler,
Division Engineer,
State Highway Department,
Salem, Oregon

Dear Sir:

Am handing you herewith an estimate of quantities and costs for construction of the East Portland-Oregon City Highway between Island Station and the Portland City Limits, together with the profile and map showing detail of sidewalk, curb and pipe construction through Milwaukie.

Am also attaching an estimate of costs for construction of the new P.E.P. grade, remodeling of the box culvert at Kellogg Lake for the Railroad Company, ballasting and track laying, and moving power and transmission lines. A profile of the Railroad line was sent to Salem on the 16th.

Am unable, at this time, to show cost for remodeling the State's portion of the box culvert at Kellogg Lake. A vicinity sketch of this is in the hands of the bridge department and Mr. Chase informed me by telephone on the 17th that he would have some figures covering this work in your office not later than Monday.

Yours truly,

Resident Engineer

Non Participati[illegible] 325+[illegible] to [illegible]
NRM - 308+00 to 336+19.[illegible]
Non Participating 336+19.6 to 337+42.9
337+42.9 to 357+[illegible]
NR[illegible]

FTY:MS

ESTIMATE OF COST FOR CONSTRUCTING NEW ROAD BED FOR P.E.P. TRACKS, LAYING RAILS, MOVING POWER AND TRANSMISSION LINES TO THE NEW LOCATION THROUGH MILWAUKIE.

DETAIL ESTIMATE CONSTRUCTION
QUANTITIES AND COST.

ITEM	Unit	TOTAL	ALLOWANCE	GRAND TOTAL	PRICE	TOTAL COST
CLEARING & GRUBBING	ALL	All				$ 100.00
EXCAVATION, SINGLE CLASS.	C.Y.	2522	278	2800	.25	$ 700.00
EMBANKMENT IN PLACE	C.Y.	9236	464	9700	.60	5820.00
BITUMINOUS PAV. REMOVAL	S.Y.	1363	137	1500	.40	600.00
CORR. IRON CULV. PIPE 12"	Lin.Ft.	118	22	140	1.20	168.00
RAISING MANHOLE	Each	1	--	1	50.00	50.00
OVERHAUL	Sta.Yd.	1449	151	1600	.03	48.00
				Total		$7486.00
				Plus 10%		714.00
				Grand Total		$8200.00

Remodeling Box Culv Kellog Lake Est. furnished by bridge dep't.	1750.00
Ballasting & track laying. Est. furnished by O. Owre	9550.00
Est. moving power and transmission lines Est. furnished by Thos. Pumpherey	4500.00
Estimated total rail-road cost	$ 24000.00

NOTE- Mr. Owre's detail estimate attached.

Feb. 16, 1934

Revised Estimate Of Cost To Change P.E.P. Main Track, And Power Transmission Lines at Milwaukie, Oregon.

	$
P.E.P. Co's. Estimate To Move Power Transmission Line	3,000 00
" " " " " R'y. " " "	1,500 00
State Highway Dept. Estimate to install new main track	7,896 00
Total	$ 12,396 00

Note:

Above estimate does not include cost of grading for track, nor constructing ~~400~~ 350 lin. ft. of timber trestle.

Also does not include spur track estimate of which is attached.

12, [illegible]

Salem, Oregon, Feb. 10, 1934

[illegible]

Revised

Estimate of Cost to Change P.E.P. Track at Milwaukie, Oregon

Between R.R. Survey Stations 302+50 and 334+60 = 3210 Lin. Ft.

Estimated length of new track to lay = 2900 Lin. Ft. - Shifted 310 Lin. Ft.

Above total length includes 400 Lin. Ft. of timber trestle.

80 lb. Rail and Fastenings used

1360	Cross Ties 7"x 9" x8' Untreated	@ $0.90	[illegible] 103.50	$ 1 224	00
69.05	Gr. Tons S.H. 80# Rail	" 35.00	90.30 29.55	2 416	75
180	Pairs Angle Bars - S.H. Est. 11 360#	" 0.03	63.00	340	80
720	New Track bolts Est. 960#	" 0.05	9.50	48	00
11,400	New Track Spikes Est. 6600#	" 0.04	37.20	264	00
3400	Tie Plates S.H. Est. 21,800#	" 0.03	[illegible]	654	00
1000	Cu. Yds. Gravel Ballast	" 0.75	139.50 [illegible] [illegible] 30.00	750	00
2500	Lin. Ft. Track - Lay & Surface	" 0.80	33.00	2 000	00
400	" " " on Trestle - Lay	" 0.40		160	00
310	" " " Shifted & Resurfaced	" 0.50		155	00
			75.00	$ 8 012	55
	Add 5% Contingencies, except on rail			279	79
	. Main Track - Estimated Total Cost			$ 8 292	34
	Less Estimated Salvage			396	60
				$ 7 895	74
	Estimated Net Cost - Say			$ 7 896	00

Salem Oregon Feb. [illegible]

[illegible]

Account Changing P.E.P. R.y. Track at Milwaukie, Oregon

Estimated Value of Salvaged Track Material

Estimated length of track removed at North End –	455 Lin.ft.
" " " " " " South "	1005 " "
Total	1460 " "

Estimated Salvage – Revised

30.42	Gr. Tons 70# Rail – S.H.		@ $10.00	304.20
88	Pairs Angle Bars	Est. 2.64 N.T.	" 10.00	26.40
2100	Tie Plates	Est. 6.60 N.T.	" 10.00	66.00
			Total	396.60

Salem, Oregon, [illegible] 10, [illegible]

[illegible]

Account Changing P.E.P. Ry. Track At Milwaukie, Oregon

Estimate of Cost to Construct 560 ft. Passing Track

70# S.H. Rail, Angle Bars & Tie Plates, and new track-bolts & spikes used

2	Sets Switch Ties 7"×9" Untreated - 5.62 MBM	@ $16.00	88	32
115	Cross Ties " "	" 0.90	103	50
2.58	Gr. Tons S.H. 80# Rail	" 35.00	90	30
8.33	Gr. Tons S.H. 70# Rail	" 35.00	291	55
35	Pairs Angle Bars (S.H.) Est 2100#	" 0.03	63	00
140	New Track bolts " 190#	" 0.05	9	50
1600	New Track spikes " 930#	" 0.04	37	20
530	S.H. Tie Plates " 3340#	" 0.03	100	20
2	No 9 S.R. Frogs 80#	45.00	90	00
2	S.H. 15 Ft. Split Switches - 80#	" 45.00	90	00
2	S.H. Switch Stands and Lamps	" 15.00	30	00
170	Cu. Yds. Gravel Ballast dumped	" 0.75	127	50
2	Turnouts Lay & Surface Ea.	" 75.00	150	00
400	Lin. Ft. Track "	0.80	320	00
			1591	07
	Add 5% Contingencies, except on rail		60	49
	Estimated Cost		$ 1,651	56

Salem Oregon Feb. [illegible]

CONTRACT#1610,

NRS 206-B South Fork Coquille River 1934
Bridge

1610

#1610

December 14, 1934

2068

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1610 for the construction of a bridge over the South Fork of Coquille River on the Powers Secondary Highway in Coos County near Powers has been completed by the contractor G. J. Montag, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 24, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $37,230.25 including the final payment. Of this amount $490.28 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

No. 8

December 4, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon USPW Project No. NRS [illegible]-E, was made by a representative of this office on Nov. 15, 1934. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By A. J. Canfield
A. J. Canfield
Highway Engineer.

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon N S [illegible]

July 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By
[illegible]field
Highway Engineer

Encls.

Jon

Agr. 20522

Form P. R. 2
State Oregon
U.S.Public Works Project No. NRS-206, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto: particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 19th day of September, 1933, a project statement, which was approved by the Secretary on the 26th day of October, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 7th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty thousand and no/100 dollars ($40,000.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920, and Chap. 245, Laws of 1931.
(Include amount, date, and citation of act of legislature by which authorized)

~~(b) From other sources~~

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 3+86.5 near the north limits of Powers and survey station 18+00, all in the NW¼ of Section 13, T 31 S, R 12 W, W.M.,

, length 0.267 of a mile~~s~~ in Coos County, being Section B of Oregon U. S. Public Works project No. NRS-206, consisting of 0.165 of a mile~~s~~ of roadway and one bridge~~s~~ ~~each~~ of more than 20 feet clear span, 0.102 of a mile in length., known locally as the Powers Bridge Section of the Powers Secondary Highway.

8 5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—6518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of forty thousand and no/100 dollars ($40,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-two thousand, eight hundred eighty-nine and 55/100 dollars ($42,889.55), the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 28 day of June, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By L M Scott
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By C. Washburne
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By
Acting Chief, Bureau of Public Roads

Form PR. 3 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRS-206-B. State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 42,889.55 as the total estimated cost of said project, and the sum of $ 40,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 28 day of June one thousand nine hundred and thirty four.

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

By

Acting Chief, Bureau of Public Roads

201-B

April 16, 1934

G. J. Montag
201 Worcester Building
Portland, Oregon

Dear Sir:

We are forwarding today by express an executed copy of the contract recently awarded to you for the construction of a bridge over the South Fork Coquille River on the Powers Secondary Highway in Coos County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JN

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Powers Bridge Section, Project No. NRS 206-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 206-B

[illegible] BRIDGE SECTION OF THE
[illegible] HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 11, 1934

Structure

395	cu. yds.	Class "A" Concrete @	$ [illegible]	$ 5,1[illegible].00
38,000	lbs.	Metal Reinforcement	0.05	1,[illegible].00
16	M.B.M.	Port Orford Cedar Lumber	7[illegible].00	1,[illegible].00
330,000	lbs.	Structural Steel	0.0575	18,975.00
284	lin. ft.	Port Orford Cedar Trestle Super Structure	[illegible]	6,[illegible].00
515	" "	Concrete Guard Rail	[illegible]	1,030.00
All Required		Removal of Old Bridge		6[illegible].00
" "		Maintenance of Traffic		1,800.00
			Sub-total	$ 36,798.00
			10% Engr. & Cont.	3,679.80
			Total	$ 40,477.80

Roadway (Sta. [illegible].5 to Sta. [illegible])

All Required		Clearing and Grubbing		$ 100.00
1,000	cu. yds.	Excavation, Earth Classification	$0.75	750.00
2,100	yd. Sta.	Overhaul	0.05	105.00
550	cu. yds.	Crushed Gravel Surfacing	[illegible]	1,[illegible]7.50
			Sub-total	$ 2,[illegible].50
			10% Engr. & Cont.	[illegible]
			Total	$ 2,411.75

Length of Structure	0.102 mile
" " Roadway	0.165 "
Total Length	0.267 "

Cost per mile, roadwork $ 14,616.66

SUMMARY OF FUNDS REQUESTED

	Total Cost	ERS Funds	State Funds
Structure	$ 40,477.80	$ 37,750.73	$ 2,727.07
Roadway	2,411.75	2,249.27	162.48
Total	$ 42,889.55	$ 40,000.00	$ 2,889.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920, Chap. 248, laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 248, laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

March 22, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRS 206-B, bridge over South Fork of Coquille River on Powers secondary highway in Powers, to C. J. Montag, of Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimates for Oregon U. S. Public Works Project NRS 206-B, the Powers Bridge Section of the Powers Highway in Coos County, have today been recommended for approval. This is your authority for advertising.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jon

March 1st, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Powers Bridge Section, Project No. NRS 206-B.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Bash/ER

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 206-B

POWERS BRIDGE SECTION OF THE POWERS HIGHWAY IN COOS COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 6, 1934

Structure

205	cu. yds.	Class "D" Concrete	$ 23.00	$ 4,715.00
38,000	lbs.	Metal Reinforcement	0.055	2,090.00
16	M-FBM	Port Orford Cedar Lumber	75.00	1,200.00
330,000	lbs.	Structural Steel	0.07	23,100.00
284	lin. ft.	Port Orford Cedar Trestle Superstructure	25.00	7,100.00
515	lin. ft.	Composite Handrail	4.00	2,060.00
All Required		Removal of Old Bridge		500.00
"	"	Maintenance of Traffic		4,000.00
		Sub-total		$ 44,765.00
		10% Engr. & Cont.		4,476.50
		Total		$ 49,241.50

Roadway (Sta. 9+25.5 to Sta. 18+00)

All Required		Clearing and Grubbing		$ 50.00
1,000	cu. yds.	Excavation, Single Classif.	$ 0.75	750.00
2,100	yd. sta.	Overhaul	0.05	105.00
550	cu. yds.	Screened Gravel Surfacing	1.50	825.00
		Sub-total		$ 1,730.00
		10% Engr. & Cont.		173.00
		Total		$ 1,903.00

Length of Structure	0.102 mile
" " Roadway	0.165 "
Total length	0.267 "
Cost per mile, roadwork	$ 11,533.33

National Recovery Secondary Highway Funds Requested:-

Structure	$ 49,241.50
Roadway	1,903.00
	$ 51,144.50

CONTRACT# 1614

NRM 133-B Newport Sec., Oregon Coast 1934
Hwy.
#1611

#1611

December 20, 1934

133 B

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1611 for the construction of the Newport Section of the Oregon Coast Highway in Lincoln County has been completed by the contractors, Edlefsen-Weygandt Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 30, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such Claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $[illegible],026.39 including the final payment. Of this amount $130.61 was for force account.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1611

November 16, 1934

12B

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 15th requesting the final figures paid to Hilefsen-Weygandt Company on Contract No. 1611 - Newport Section of the Oregon Coast Highway in Lincoln County.

Please be advised that the final estimate on the above contract has not yet been checked. As soon as we are ready to make final payment to the contractors we will give you the customary ten days notice and will advise you of the final figures at that time.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1611
Lincoln Co

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

NOVEMBER FIFTEENTH,
1934.

Oregon State Highway Commission,
Salem, Oregon.

RE: Contract #1611-Edlefsen-Weygandt Company, Newport Sec. Oregon Coast Highway in Lincoln County, #4019463.

Gentlemen:

You advised us on October 23rd that the semi-final payment on the above contract would be made on or after November 2, 1934.

Will you please advise us the final figures paid the contractor, and oblige

Very truly yours,

Clarence D Porter
Clarence D. Porter,
Manager.

DC

October 15, 1934

1338

Fidelity and Deposit Company of Maryland
Failing Building
Portland, Oregon

Attention: Mr. Clarence D. Porter

Dear Sir:

Reply is made to your letter of the 12th instant regarding the Edlefsen-Weygandt Company, contract 1611, for grading and construction of bituminous macadam on the Newport Section of the Oregon Coast Highway in Lincoln County.

Our records show that up to September 15th we had paid the contractor in the amount of $48,609.09, and that our retained percentage was in the sum of $4,079.81. Our records alsoshow that the job was completed September 15, 1934, and was accepted by formal action of the State Highway Commission on October 10, 1934.

The field notes for this project have not yet been checked in this office, and we are not in position to state just what the amount of the final payment will be, neither are we able to state just when the final payment will be made, although we anticipate payment within the next six weeks.

Very truly yours,

Secretary.

HBG:og

#1611
Lin. Co.

DEPARTMENT OF OREGON
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE
Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

OCTOBER TWELFTH,

1934.

Oregon State Highway Commission,
Salem, Oregon.

RE: Contract #1611, Edlefsen-Weygandt Co. - Grading and Bit. Mac. Newport Sec., Oregon Coast Hwy, Lincoln Co.

Gentlemen:

Please advise us the amount paid contractor to date, and if the final payment has not been made please advise us when this will be paid.

Very truly yours,

Clarence D. Porter

Clarence D. Porter,
Manager.

CDP:DC

[illegible] please advise me #1611

Pd. to Sept. 15 - $48,609.09
5% $4,079.81
Completed Oct. [illegible], 1934.
The final est. was completed
Oct. 10.
[illegible] final will
be paid as it has not been checked.

133-B

N S

Cost Analysis, Final Report

Oregon Coast Highway, Newport Section, Grading and Bituminous Macadam, Prefix 21 PS

Edlefsen Weygandt Co. Contractors
L. M. Booth, Engineer

	Cost	Quantity	Unit Cost	Unit Bid	Gross Earnings
Clearing and Grubbing	1866.90	All			2050.00
Excavation	7646.00	46,963.7 C Y	0.163	0.20	9392.74
Trench Excavation	282.00	545.4 C Y	0.49	0.90	490.32
Overhaul	714.83	35,741 C Y S	0.02	0.02	714.83
Truck Haul	657.30	4,382 C Y Mi.	0.15	0.12	525.85
Removal of Catch Basins	36.00	12	3.00	3.00	36.00
Concrete Catch Basins	[illegible]	14	16.63	37.00	518.00
6" Sewer Pipe	30.94	84 Lin Ft.	0.37	0.35	29.40
8" " "	[illegible]	77 " "	0.55	0.45	34.65
Salvaging Drain Pipe	26.50	106 " "	0.25	0.25	26.50
18" Concrete Pipe	916.40	459 " "	2.00	2.20	1009.80
Class "B" Concrete	75.35	4.2 C. Y.	17.94	20.00	84.00
Concrete Curbs	[illegible]	2494.6 Lin Ft.	0.60	0.53	1322.14
Concrete Sidewalks	[illegible]	1262.1 Sq.Y	1.94	1.57	1981.48
Concrete Driveway Aprons	[illegible]	138.0 " "	1.9[illegible]	1.65	227.62
Select Roadbed Topping	[illegible]	7165.0 C. Y.	0.65	1.15	8239.75
Coarse Material in Shoulders	1037.44	537.5 " "	2.02	2.35	1263.12
Coarse Material in Surfacing	[illegible]	[illegible] " "	2.02	2.35	3430.85
Fine Mils in Surfacing and Shoulders	[illegible]	856¼ " "	2.02	2.35	2012.19
Filler	43.50	145.0 " "	0.30	0.40	58.00
Hauling Filler	43.00	537½ " "	0.08	0.15	80.63

Continued on next page

	Cost	Quantity		Unit Cost	Unit Bid	Gross Earnings
Sprinkling	74.60	57.4	M Gal.	I.30	I.50	86.I0
Mineral Aggregate in place	50I3.03	I825.0	C. Y.	2.75	2.50	4562.50
Asphalt in Place	3745.00	I33.3	Tons	28.I0	35.00	4665.50
Cut back in Place	424.I7	I5.I	"	28.I0	40.00	604.00
2½"—3/4" Cr. Rock in S P. in stock piles	I47[illegible].90	969.I	C.Y.	I.52	I.95	I889.75
3/4"—0" Cr. Rock in stockpiles	639.75	4I9.8	" "	I.52	I.95	8I8.6I
2½"-I½" Cr. Rock in stockpiles	I043.68	677.7	" "	I.52	I.95	I32I.5I
I¼"—3/8" Cr. Rock in stockpiles	654.40	429.4	" "	I.52	I.95	837.33
3/4"—½" Cr. Rock in stockpiles	222.95	I46.3	" "	I.52	I.95	285.29
½"—¼" Cr, Rock in stockpiles	I39.00	9I.2	" "	I.52	I.95	I77.84
Hauling Cr. Rock	776.30	I0934.0	Yd" Mi.	0.07I	0.I2	I3I2.08
Force Account + PA	270.00					270.00
Total						52,958.88

Gross Earnings	52,958.88
Total Cost	42,989.78
Net Profit	9,969.I0
Net Profit equals	23.2 % of cost

Cost Analysis Final Report N S Sept [illegible],1934

Oregon Coast Highway,Newport Section,Grading and Bituminous Macadam,Contract 1611, Prefix 21 PS.

Labor					
Labor				13643.55	
Supervision (Including Petersen 2 mo at 200.00)				1930.54	
State Industrial Accident Insurance				1271.39	
					16845.48
Material					
Grade E Asphalt	148.4	Tons	at $12.00	1780.80	
Freight on Grade E Asphalt	148.4	"	at 9.00	1335.60	
Expansion Joints for Curbs				13.54	
6" Sewer Pipe	85	LF	at 0.17½	14.88	
8" " "	80	LF	at 0.28	22.40	
18" Concrete Culvert Pipe	460	LF	at 1.20	552.00	
9" Corr IRon Culv Pipe	16	LF	at 0.75	12.00	
Grates for Catch Basins	9		at 5.00	45.00	
Cement	384	Bbls	at 2.66	1021.45	
Sand	161	Cu Yds	3.00	483.00	
					5280.67
Equipment Rental,Supplies and Misc					
Equipment Rental (State Rates or Actual Rental Paid)				9404.20	
Gas,Oil,Grease and Fuel Oil				3039.40	
Hired Trucks including gas,oil and grease				2487.72	
Hired Team				70.20	
Freight and Cartage moving equipment on job				361.05	
Explosives used in Quarry				794.35	
Parts and Repairs				1429.68	
Small Tools,Supplies and Misc				797.45	
Bond 1% of Gross Earnings				529.58	
Part of Edlesen Weygandt Portland Office Expense and Overhead expense 6 months at 300.00				1800.00	
Babler BrosPortland office and overhead expense				150.00	
					20863.63

Cost Grand Total 42989.78

Note:

Above Cost includes Edlesen Weygandt,Contractor,Petersen and Son,Subcontractor on excavation and Babler Bros,Subcontractors on Oiling.

...Clymer

Cost Analysis Final Report

Oregon Coast Highway,Newport Section,Grading and Bituminous Macadam,Contract 1611, Prefix 21 PS.

Remarks:

This job was started March 29,1934 and completed Sept 14,1934.Good progress was made thruout the job with exception of work on Curbs and Sidewalks which was delayed while the buildings were being moved.

The most of the clearing was comprised of 6 acres of Salal Thicket which was cleared for about $1500.00 or $250.00 per acre.

35230 Cu Yds of the excavation was blow sand which was moved cheaply while wet with two 60 Cats,one Bulldozer and one 2 Yd Slate Scraper.This part of the excavation was done by Petersen and Son,Subcontractors,who moved the material for about $0.10 per Cu Yd.Subcontractors bid price was $0.15 per Cu Yd.About 11000 Cu Yds of earth and clay,thru town and behind buildings was excavated for about $0.36 per Cu Yd.

The Selected Roadbed Topping was Quarry Run Rock hauled from the Agate Beach Quarry;average haul 3½ miles.

The Oiling was subbed to the Babler Brothers who done the job in four days.Subcontractors bid prices were as follows:

Mineral Aggregate	$1.25	per	Cu Yd	(Taken from Stock Pile and Placed on road)
Asphalt	$35.00	"	Ton"	(Furnish and Place)
Cut Back Asphalt	$40.00	"	Ton	(" " ")

E.H.Clymer

Cost Analysis Final Report Sept [illegible],1934

Oregon Coast Highway,Newport Section,Grading and Bituminous Macadam,Contract 1611, Prefix 21 [illegible].

Showing the average cost of crushing rock per cubic yard;Agate Beach Quarry.

	Cost	Quantity	Unit Cost per Cu Yd
Move In and Set Up	1509.30	8680 Cu Yds	0.174
Strip,Clean,Shoot and Quarry Work	2713.29	"	0.313
Load Rock into Trucks at Quarry	1901.41	"	0.220
Haul Rock Quarry to Crusher (1000 ft)	808.10	"	0.093
Crushing	4510.00	"	0.520
Supervision Bond and Overhead	1785.00	"	0.205
Haul Crushed Rock	2163.70	"	0.249
Total	15390.80		1.773

Remarks:

The City of Newport's Bunker located about 1000 feet from the State owned Agate Beach Quarry was leased.A 15"X 24" Jaw Crusher,a 36" Cone Crusher,a 105 HP Diesel motor,screens and conveyors were installed.The rock was loaded at Quarry with a 7/8 Cu Yd Shovel and hauled by truck from Quarry to Crusher.

The rock contained considerable dirt and soft rock and was cleaned by running thru a revolving screen before it entered the first crusher.Material passing the 1" revolving screen was used for filler or topping.

The Quarry,Dice Rock,contains a large quantity of soft rock not suitable for crushing but which is OK for Topping.The quarry was faced up with a few light shots and then cleaned up,material used for topping.Ledges of hard rock were then shot and material used for crushing.Considerable rock used for crushing was dug without shooting.

8680 Cu Yds of Crushed rock was produced in approximately 515 hours Crusher Operating time an average of about 17 Cu Yds per hour.

Average haul from Crusher to the Job was 3 miles.

Clymer

Cost Analysis Final Report Sept 29,1934

Oregon Coast Highway,Newport Section, Contract 1611,Prefix 21PS,Grading and Bituminous Macadam.

Showing the Average Cost per Cu Yd for Mineral Aggregate in Place,Specification B 12 Modified.

	Cost	Quantity	Unit Cost per Cu Yd
Mineral Aggregate in Stock Pile	3230.25	1825 Cu Yds	1.77
Load into Trucks	246.11	"	0.13
Haul back up and spread course rock fine rock unloaded and spread with hand labor	508.17	"	0.28
Spread,handspot,broom and roll	589.25	"	0.33
Supervision,Bond and Overhead	439.25	"	0.24
Total Cost	5013.03		2.75
Bid Price			2.50

Showing the Average cost per ton for Grade E Asphalt in Place

	Cost	Quantity	Unit Cost per ton
Grade E Asphalt	1780.80	148.4 tons	12.00
~~Freight~~ Freight on Asphalt	1335.60	"	9.00
Heat and Load	294.77	"	1.98
Haul Asphalt 7 miles from Toledo	94.69	"	0.64
Spread	332.21	"	2.24
Supervision Bond and Overhead	331.10	"	2.24
Total Cost	4169.17		28.10
Average Bid Price			35.50

Remarks:

The cost of moving on and off job and flagging is included in above cost.

1825 Cu Yds of Mineral Aggregate and 148.4 tons of asphalt were placed in four 13 hour days an average of [illegible] Cuyds of Mineral Aggregate and 37 tons of asphalt per day.

Grade E asphalt was cut back with kerosene and used for the Seal Coat.

The [illegible] was done by the [illegible] Bros,subcontractors.

....Clymer

Form 338—5M—2-34

[illegible]ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 6, 1934, 193

Section Newport

Kind of work Grading and Bituminous Macadam

Highway Oregon Coast

Section prefix 21 PS

Contractor Edlefsen-Weygandt Co.

Contract number 1611 1338

Date of contract March 22, 1934, 193

Date of completion ~~Sept. 15, 1934~~ Aug. 31, 1934, 193

Date work started March 29, 1934, 193

Estimated date of completion , 193

Amount of contract $54,397.50

Per cent of time elapsed All %

Estimated cost of completed project, exclusive of engineering $52,500.00

Per cent of contract completed, based on total contract price 96 %

Engineering costs to date, $3,951.11, 122 %

Date project was completed Sept. 15, 1934, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The past week Jones and Lauck worked three days on proposed Front Street connection at Bridge an one day at Toledo, Two days on Little Nestucca Cornett and Milner worked on Final for Newport Job and balance of thier time divided between North Umpqua, Siletz and Toledo. Self spent two days at Toledo on Right of Way Lawsuit, balance of week on Newport, Toledo an Little Nestucca.

RECEIVED
OCT 8 - 1934

Signed

Address Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRM 133-B &
~~NRM 133-C~~

October 5, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~[illegible]~~ projects.

Very truly yours,

W. H. LYNCH
District Engineer

By
T. M. Davis
Highway Engineer

Encls.

Jcon

Hyp 22381

Form P. R. 2
State Oregon
U.S.Public Works Project No. NRM-133, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of June, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 21st day of April, 1932, a revised project statement, which was approved by the Secretary on the 13th day of May, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 7th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-eight thousand, nine hundred fifty-nine and 23/100 dollars ($48.959.23) as the share of the United States payable under said act on account of Section B of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **under provisions of the National Industrial Recovery Act.**
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 143+50 on Cape Street 78.5 feet north of the north line of Olive Street in the town of Newport and survey station 193+76.6 at the south city limits of Newport at the south end of Fourth Street**, length **0.951 of a** mile~~s~~, in **Lincoln** County, being Section **B** of **Oregon U.S.Public Works** project No. **NRM-133**, consisting of **0.951 of a** mile~~s~~ of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~of miles in length~~. **known locally as the Newport Section of the Oregon Coast Highway between official control points Coos Bay and Hebo.**

ROADS
1934
PORTLAND, ORE.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of **forty-eight thousand, nine hundred fifty-nine and 23/100** dollars ($ **48,959.23**), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is) the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the ~~legal limitation upon such payments per mile exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927 and Chap. 246, Laws of 1931.** (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 25th day of September, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Lm Scott

Chairman, State Highway Commission
(Title of officer)

By EB Aldrich

Member, State Highway Commission
(Title of officer)

By C J Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. NRM-133-B. State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 48,959.23 as the total estimated cost of said project, and the sum of $ 48,959.23 as the share of the United States, payable under said acts on account of such project, which is the ~~[illegible]~~ total estimated cost.

Done at the city of Washington, this 25th day of September one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

By ________
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

MINUTES OF FIRST DIRECTORS' MEETING
OF
EDLEFSEN-WEYGANDT CO.

JR-133-12

Held January 13th 1926

Pursuant to call and agreement therefor, a meeting of the directors of Edlefsen-Weygandt Co., an Oregon corporation was held at 1117 Board of Trade Bldg., Portland, Oregon at 2;45 o'clock P. M., January 13th, 1926. All the directors of said corporation were present and participated in said directors meeting, viz; P. H. Edlefsen, Gordon Weygandt, E. W. Weygandt and B. A. Graf.

On motion duly seconded it was resolved and ordered by the unanimous vote of the directors to proceed to the election of officers of said corporation, to consist of a President, a Vice President, and a Secretary-Treasurer, to hold office until the first meeting of the directors after the next annual meeting of the stockholders of said corporation, and thereafter until their successors are regularly selected, unless removed by the Board of Directors for cause. Thereupon, ballot was regularly taken and the following officers were elected by the unanimous vote of all of the directors of the corporation, viz; P. H. Edlefsen, President; E. W. Weygandt, Vice-President, and Gordon Weygandt, Secretary-Treasure. Also on motion duly seconded Gordon Weygandt was elected manager of the corporation by the unanimous vote of the directors. The following resolution was adopted by the unanimous vote of the directors;

RESOLVED, That Gordon Weygandt be and hereby is appointed manager of the Edlefsen-Weygandt Co.; shall have active and immediate supervision over the employees of the company, with right to employ and discharge them and direct their conduct and activities; also he shall have authority to prepare and submit bids for contracts for construction work and fix the price and terms on which contracts will be accepted; sign construction contracts for and on behalf of the corporation, and bonds required in connection therewith; also application for bonds.

"I, Gordon Weygandt, Secretary of the Edlefsen-Weygandt Co. have compared the foregiong Preamble and Resolution with the original thereof as recorded in the minute book of said corporation and do hereby certify that the same is a correct and true transcript therefrom and of the whole of said original Preamble and Resolution."

"Given under my Hand and seal of the Company
in the City of Portland, State of Oregon,
this 16th day of May, 1934

Gordon Weygandt Secretary

#1611

133-e.

May 3, 1934

Richfield Oil Company of California,
William C. McDuffie, Receiver,
P. O. Box 1883,
Seattle, Washington.

Attention: S. E. Robbin, Credit Mgr.

Gentlemen:

Reference is made to your letter of May 2nd concerning Edlefsen-Weygandt Company, contractors, Portland, Oregon.

Please be advised that the above firm have state highway contract No. 1611 which is known as the Newport Section of the Oregon Coast Highway in Lincoln County consisting of 1.03 miles of grading and bituminous macadam. The bond furnished in connection with the contract was written by the Fidelity & Deposit Company of Maryland for whom Clarence D. Porter who has offices in the Failing Building, Portland, Oregon, is resident agent. The amount of the bond is $54,397.50. The completion date of the contract is August 31, 1934.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Richfield Oil Company
of California
WILLIAM C. McDUFFIE, RECEIVER
GENERAL OFFICE 555 SOUTH FLOWER STREET, LOS ANGELES, CALIFORNIA
NORTHERN DIVISION
901 HARRISON STREET
Seattle

May 2, 1934.

Oregon State Highway Commission
Salem, Oregon.

SUBJECT: Contract No. 1611.

Gentlemen:

It is our understanding that the subject contract has been let to Edlefsen Weygant & Company of Kenton Station, Portland, Oregon.

We would appreciate your furnishing us with answers to the following questions.

a. Official name or number of contract.
b. Official and correct name of the firm or individual to whom the contract was let.
c. Total amount of the contract.
d. Amount of the material bond.
e. Name and address of the bonding company furnishing the material bond.
f. Approximate expected date of completion of the job.

We are enclosing a self-addressed stamped envelope for your reply and wish to thank you in advance for your cooperation.

Yours very truly,

RICHFIELD OIL COMPANY OF CALIFORNIA
William C. McDuffie, Receiver

R. R. HALL, Division Manager-Northern Division

By S E Robbin
S. E. Robbin, Credit Manager.

"NO STATEMENT, REPRESENTATION, ADMISSION, OFFER, ACCEPTANCE, OR OTHER LANGUAGE PURPORTING TO HAVE LEGAL EFFECT CONTAINED IN THIS LETTER IS AUTHORIZED BY, SHALL BE BINDING UPON, OR IS MADE FOR OR ON BEHALF OF RICHFIELD OIL COMPANY OF CALIFORNIA, WILLIAM C. MCDUFFIE AS RECEIVER OF RICHFIELD OIL COMPANY OF CALIFORNIA, OR THE RECEIVERSHIP ESTATE, AS THE WRITER IS WITHOUT AUTHORITY IN THESE RESPECTS."

193B

April 16, 1934

Edlefsen-Weygandt Co.
Columbia Blvd. & Peninsular Avenue
Portland, Oregon

Gentlemen:

We are today forwarding by express an executed copy of the contract recently awarded you for the grading and bituminous macadam on the Newport Section of the Oregon Coast Highway in Lincoln County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

133-B

April 16, 1934

American Surety Company of New York
W. J. Lyons, Manager
500 Yeon Building
Portland, Oregon

Gentlemen:

Reference is made to your letters of April 11 and our answers of April 12, concerning the surety on the bonds furnished by Edlefsen-Weygandt Company in connection with their contracts for the grading of the Newport Section of the Oregon Coast Highway in Lincoln County and the grading and paving of the South Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Clackamas County.

These contracts have been returned to this office and inspection thereof discloses that in both instances the bonds furnished were written by the Fidelity & Deposit Company of Maryland, Clarence D. Porter, Agent, Failing Building, Portland.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JM
jn

April 12, 1934

American Surety Company of New York
W. J. Lyons, Manager
500 Yeon Building
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letters of April 11 asking the name of the surety on the bonds furnished by Edlefsen-Weygandt Company in connection with their contracts for the grading of the Newport Section of the Oregon Coast Highway in Lincoln County and the grading and paving of the South Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Clackamas County.

These contracts have been sent out to the State Highway Commission for signature, therefore we are unable to give you the name of the surety company at this time. As soon as they are returned to this office we shall transmit to you the information requested.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
VICE CHAIRMAN
A. F. LAFRENTZ
PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH E. C. SAMMONS
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE AT 9438

PORTLAND, ORE.,

April 11, 1934

Mr. Robert H. Baldock,
State Highway Engineer,
Salem, Oregon

Dear Mr. Baldock:

Will you kindly advise us the name of the company executing the performance bond on behalf of Edlefsen-Weygandt Company for grading the Newport Section of the Oregon Coast Highway in Lincoln County, Oregon.

Very truly yours

W J Lyons
W. J. LYONS
MANAGER

JL:LC

OUR FIFTIETH YEAR

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Newport Section, Projects No. NRM 133-B and NRH 133-C.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department National Recovery Project

NEWPORT SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1934.

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 133-B

40' Roadway (Sta. 143+50 to 160+40)

All Required		Clearing and Grubbing		$ 881.71
4,170	cu. yds.	Excavation, Single Classification	$ 0.20	834.00
60	" "	Trench Excavation	0.90	54.00
3,730	yd. sta.	Overhaul	0.02	74.60
100	yd. mi.	Truck Haul	0.12	12.00
4	only	Removal of Catch Basins	3.00	12.00
6	"	Concrete Catch Basins	37.00	222.00
50	lin. ft.	6" Sewer Pipe	0.35	17.50
100	" "	8" " "	0.45	45.00
25	" "	Salvaging Drain Pipe	0.25	6.25
8	cu. yds.	Class "B" Concrete	20.00	160.00
1,950	lin. ft.	Concrete Curb	0.53	1,033.50
850	sq. yds.	Concrete Sidewalk	1.57	1,334.50
240	" "	Concrete Driveway Aprons	1.65	396.00
2,670	cu. yds.	Selected Roadbed Topping	1.15	3,070.50
220	" "	Coarse Materials in Shoulders	2.35	517.00
490	" "	Coarse Materials in Surfacing	2.35	1,151.50
270	" "	Fine Materials in Surf. & Shoulders	2.35	634.50
90	" "	Filler	0.40	36.00
180	yd. mi.	Hauling Filler	0.15	27.00
50	M-Gals.	Sprinkling	1.50	75.00
920	cu. yds.	Mineral Aggregate in Place	2.50	2,300.00
70	tons	Asphalt in Place	35.00	2,450.00
7	"	Emulsified or Out-back Asphalt in Seal Coat	40.00	280.00
			Sub-total- - - - -	$ 15,564.56
			10% Engr. & Cont.	1,556.45
			Total- - - -	$ 17,121.01

Length 0.320 mile
Cost per mile $53,503.15

56' Roadway (Sta. 160+40 to 166+12)

All Required		Clearing and Grubbing		$ 277.33
4,100	cu. yds.	Excavation, Single Classification	$0.20	820.00
30	" "	Trench Excavation	0.90	27.00

1,800	yd. sta.	Overhaul	$0.02	$ 36.00
4	only	Removal of Catch Basins	3.00	12.00
4	"	Concrete Catch Basins	37.00	148.00
50	lin. ft.	6" Sewer Pipe	0.35	17.50
25	" "	Salvaging Drain Pipe	0.25	6.25
650	" "	Concrete Curb	0.53	344.50
250	sq. yds.	Concrete Sidewalk	1.57	392.50
700	cu. yds.	Selected Roadbed Topping	1.15	805.00
340	" "	Coarse Materials in Surfacing	2.35	799.00
120	" "	Fine Materials in Surfacing & Shoulders	2.35	282.00
40	" "	Filler	0.40	16.00
80	yd. mi.	Hauling Filler	0.15	12.00
50	M-Gals.	Sprinkling	1.50	75.00
410	cu. yds.	Mineral Aggregate in Place	2.50	1,025.00
30	tons	Asphalt in Place	35.00	1,050.00
3	"	Emulsified or Cut-back Asphalt in Seal Coat	40.00	120.00
			Sub-total	$ 6,265.08
			10% Engr. & Cont.	626.50
			Total	$ 6,891.58

Length 0.108 mile
Cost per mile $63,810.92

20' Roadway (Sta. 166+12 to 193+76.6)

All Required		Clearing and Grubbing		$ 1,342.97
31,530	cu. yds.	Excavation, Single Classification	$0.20	6,306.00
70	" "	Trench Excavation	0.90	63.00
36,470	yd. stas.	Overhaul	0.02	729.40
2,870	yd. mi.	Truck Haul	0.12	344.40
580	cu. yds.	18" Concrete Pipe	2.20	1,276.00
3,130	" "	Selected Roadbed Topping	1.15	3,599.50
310	" "	Coarse Materials in Shoulders	2.35	728.50
1,200	" "	Coarse Materials in Surfacing	2.35	2,820.00
480	" "	Fine Materials in Surfacing and Shoulders	2.35	1,128.00
170	" "	Filler	0.40	68.00
320	yd. mi.	Hauling Filler	0.15	48.00
200	M-Gals.	Sprinkling	1.50	300.00
720	cu. yds.	Mineral Aggregate in Place	2.50	1,800.00
55	tons	Asphalt in Place	35.00	1,925.00
5	"	Emulsified or Cut-back Asphalt in Seal Coat	40.00	200.00
			Sub-total	$22,678.77
			10% Engr. & Cont.	2,267.87
			Total	$24,946.64

Length 0.523 mile
Cost per mile $47,699.12

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 133-B

20' Roadway (Sta. 193+76.6 to Sta. 198+04)

All Required		Clearing and Grubbing		$ 207.99
6,200	cu. yds.	Excavation, Single Classification	$0.20	1,240.00
630	yd. mi.	Truck Haul	0.12	75.60
500	cu. yds.	Selected Roadbed Topping	1.15	575.00
70	" "	Coarse Materials in Shoulders	2.35	164.50
170	" "	Coarse Materials in Surfacing	2.35	399.50
80	" "	Fine Materials in Surf. and Shoulders	2.35	188.00
20	" "	Filler	0.40	8.00
40	yd. mi.	Hauling Filler	0.15	6.00
30	M-Gals.	Sprinkling	1.50	45.00
110	cu. yds.	Mineral Aggregate in Place	2.50	275.00
9	tons	Asphalt in Place	35.00	315.00
1	ton	Emulsified or Cut-back Asphalt in Seal Coat	40.00	40.00

Sub-total- - - - - - - $ 3,539.59
10% Engr. & Cont. 353.95

Total- - - -$ 3,893.54

Length .081 mile
Cost per mile $48,068.39

SUMMARY OF FUNDS REQUESTED

	Total Cost	NRM Funds	NRH Funds
NRM Project			
40 ft. Roadway	$17,121.01	$17,121.01	$ - -
56 ft. "	6,891.58	6,891.58	- -
20 ft. "	24,946.64	24,946.64	- -
	$48,959.23	$48,959.23	$ - -
NRH Project			
20 ft. Roadway	$ 3,893.54	$ - -	3,893.54
Total, All Work	$52,852.77	$48,959.23	$ 3,893.54

State Funds for Construction: Chapter 175, Laws 1917, Chapter 31, Laws 1920.

State Funds for Maintenance Chapter 41, Laws 1927.

Oregon State Highway Department

National Recovery
Project

NEWPORT SECTION OF THE OREGON

COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 3, 1934.

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 133-B

40' Roadway (Sta. 143+50 to 160+40)

All Required		Clearing and Grubbing		$ 600.00
4,170	cu. yds.	Excavation, Single Classif.	$ 0.30	1,251.00
60	"	Trench Excavation	1.00	60.00
3,730	yd. sta.	Overhaul	0.03	111.90
100	yd. mi.	Truck Haul	0.18	18.00
4	only	Removal of Catch Basins	10.00	40.00
6	"	Concrete Catch Basins	25.00	150.00
50	lin. ft.	6" Sewer Pipe	0.60	30.00
100	" "	8" " "	0.80	80.00
25	" "	Salvaging Drain Pipe	0.30	7.50
8	cu. yds.	Class "B" Concrete	20.00	160.00
1,950	lin. ft.	Concrete Curb	0.60	1,170.00
850	sq. yds.	Concrete Sidewalks	1.30	1,105.00
240	" "	Concrete Drive Aprons	2.00	480.00
2,670	cu. yds.	Selected Roadbed Topping	0.50	1,335.00
220	" "	Coarse Materials in Shoulders	2.00	440.00
490	" "	" " " Surfacing	2.00	980.00
270	" "	Fine Materials in Surfacing & Shldrs	2.00	540.00
90	" "	Filler	0.50	45.00
180	yd. mi.	Hauling Filler	0.20	36.00
50	M-Gals.	Sprinkling	1.50	75.00
920	cu. yds.	Mineral Aggregate in Place	3.00	2,760.00
70	tons	Asphalt in Place	28.00	1,960.00
7	"	Emulsified or Cut-back Asphalt in Seal Coat	28.00	196.00
		Sub-total..............		$13,630.40
		10% Engr. & Cont.......		1,363.04
		Total............		$14,993.44

Length 0.320 miles
Cost per mile $46,854.50

56' Roadway (Sta. 160+40 to 166+12)

All Required		Clearing and Grubbing		$ 200.00
4,100	cu. yds.	Excavation, Single Classif.	$ 0.30	1,230.00
30	" "	Trench Excavation	1.00	30.00
1,800	yd. sta.	Overhaul	0.03	54.00

4	only	Removal of Catch Basins	$10.00	$ 40.00
4	"	Concrete Catch Basins	25.00	100.00
50	lin. ft.	6" Sewer Pipe	0.60	30.00
25	" "	Salvaging Drain Pipe	0.30	7.50
650	lin. ft.	Concrete Curb	0.60	390.00
250	" "	" Sidewalks	1.30	325.00
700	cu. yds.	Selected Roadbed Topping	0.50	350.00
340	" "	Coarse Materials in Surfacing	2.00	680.00
120	" "	Fine Materials in Surfacing & Shldrs.	2.00	240.00
40	" "	Filler	0.50	20.00
80	yd. mi.	Hauling Filler	0.20	16.00
50	M-Gals.	Sprinkling	1.50	75.00
410	cu. yds.	Mineral Aggregate in Place	3.00	1,230.00
30	tons	Asphalt in Place	28.00	840.00
3	"	Emulsified or Cut-back Asphalt in Seal Coat	28.00	84.00
			Sub-total	$ 5,941.50
			10% Engr. & Cont.	594.15
			Total.......	$ 6,535.65

Length 0.108 mile
Cost per mile $60,515.27

20' Roadway (Sta. 166+12 to 193+76.6)

All Required		Clearing and Grubbing		$ 1,000.00
31,530	cu. yds.	Excavation, Single Classification	$ 0.30	9,459.00
70	" "	Trench Excavation	1.00	70.00
36,470	yd.sta.	Overhaul	0.03	1,094.10
2,870	yd. mi.	Truck Haul	0.18	516.60
580	cu. yds.	18" Concrete Pipe	2.50	1,450.00
3,130	" "	Selected Roadbed Topping	0.50	1,565.00
310	" "	Coarse Materials in Shoulders	2.00	620.00
1,200	" "	" " " Surfacing	2.00	2,400.00
480	" "	Fine " " " & Shoulders- - - - - -	2.00	960.00
170	" "	Filler	0.50	85.00
340	yd. mi.	Hauling Filler	0.20	68.00
200	M-Gals.	Sprinkling	1.50	300.00
720	cu. yds.	Mineral Aggregate in Place	3.00	2,160.00
55	tons	Asphalt in Place	28.00	1,540.00
5	"	Emulsified or Cut-back Asphalt in Seal Coat	28.00	140.00
			Sub-total	$ 23,427.70
			10% Engr. & Cont.	2,342.77
			Total..........	$ 25,770.47

Length 0.523 mile
Cost per mile $49,274.32

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 133-C

20' Roadway (Sta. 193+76.6 to Sta. 198+04)

All Required		Clearing and Grubbing		$ 200.00
6,200	cu. yds.	Excavation, Single Classif.	$0.30	1,860.00
630	yd. mi.	Truck Haul	0.18	113.40
500	cu. yds.	Selected Roadbed Topping	0.50	250.00
70	" "	Coarse Materials in Shoulders	2.00	140.00
170	" "	" " " Surfacing	2.00	340.00
80	" "	Fine Materials in Surfacing & Shoulders	2.00	160.00
20	" "	Filler	0.50	10.00
40	yd. mi.	Hauling Filler	0.20	8.00
30	M-Gals.	Sprinkling	1.50	45.00
110	cu. yds.	Mineral Aggregate in Place	3.00	330.00
9	tons	Asphalt in Place	28.00	252.00
1	"	Emulsified or Cut-back Asphalt in Seal Coat	28.00	28.00
		Sub-total		$ 3,736.40
		10% Engr. & Cont.		373.64
		Total		$ 4,110.04

Length .081 miles
Cost per mile $50,741.23

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRM Funds	NRH Funds
NRM Project			
40' Roadway	$14,993.44	$14,993.44	$ --
56' "	6,535.65	6,535.65	--
20' "	25,770.47	25,770.47	--
	$47,299.56	$ 47,299.56	$ --
NRH Project			
20' Roadway	$ 4,110.04	$ --	4,110.04
	$ 51,409.60	$ 47,299.56	$4,110.04

Form G1148—25M, 3-17-33 46558

133-B

Mail to

"CONFIRMATION"

Contracts and Bonds sent by express.

APRIL SIXTH,

1 9 3 4.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am enclosing in triplicate contracts of Edlefsen-Weygandt Co. for the grading and bit. macadam Newport Section on the Oregon Coast Highway in Lincoln County, Oregon and Grading and Paving South Unit, Portland-Milwaukie Section on the East Portland-Oregon City Highway in Clackamas County, Oregon. You will find that the bond has been duly executed by this company. We have retained for our file the fourth copy which was prepared by you for us.

Will you be good enough to acknowledge receipt of these contracts direct to Edlefsen-Weygandt Co. whose address is Columbia Blvd. and Peninsula Avenue, Portland, Oregon as well as sending them their copy of the contract in each case as soon as it has been executed by the State Highway Commission.

Very truly yours,

Clarence D. Porter

Clarence D. Porter,
Manager

[illegible]:C

Sent by express today

5-A-1 12850 5M 1-34
COMMISSIONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
RL G. WASHBURNE, EUGENE
. ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

33B

OREGON STATE HIGHWAY COMMISSION

SALEM

April 2, 1934

IN REPLY PLEASE REFER TO FILE NO.

Newport Chamber of Commerce,
Newport, Ore.

Attention - W. A. McKevitt, Sec.

Gentlemen:

Answering your letter requesting that Edlefson-Wiegant Co., contractors, start work immediately on the Newport Section, I beg to advise that our contract provides for the immediate starting of this work and we know of no reason why they will not start in the very near future if they have not already done so.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

133B

March 26, 1934

Edlefsen Weygandt Company
Columbia Boulevard & Peninsula Avenue
Portland, Oregon

Gentlemen:

For use in connection with the Newport grading and bituminous macadam project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, attention of Marie Baker, Clerk, Toledo, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. R. M. Booth

133-B

March 23, 1934

Edlefsen-Weygandt Co.
Columbia Blvd. & Peninsular Ave.
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 22 for the construction of the Newport Section of the Oregon Coast Highway in Lincoln County, and has awarded to you the contract for such work at your bid price of $54,397.50.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 22, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon NRM 133-B and NRH 133-C, the Newport section of the Oregon Coast Highway, to Edlefsen-Weygandt Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

March 9, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of March 7th, concerning Projects NRM 133-B and NRM 133-C, in which letter you request that in the future we refer to the ends of projects as "Beginning of Project" and "End of Project," instead of as "North End of Project," "South End of Project," etc.

As we abandoned, several years ago, the practice of referring to the ends of projects as "Beginning of Project" and "End of Project," in favor of what we believe to be a better practice of using terms which indicate to contractors, to engineers, and others concerned, what end of a project is referred to, we dislike very much to be forced to return to the old practice. When looking at a profile, or even a map, the term "North End of Project" orients the project immediately, whereas the term "Beginning of Project" simply indicates that it is one end or the other of the project, and reference must be made elsewhere for orientation. In describing the location of a project, a description of the "North End of the Project" is definite and self-explanatory and calls for no examination of plans to find out what end is being described. Such is not the case when the reference is to the "Beginning of Project" or "End of Project."

Possibly, we are overlooking some advantage in the using of the old form of designation, but, if so, the advantage has not become apparent in connection with our work. Also, it occurs to us that our method cannot have caused inconvenience to the various departments of your Bureau, as we have used that method in connection with federal aid plans for many years and apparently it has only now attracted attention.

For the reasons which we have mentioned, we request permission to continue our method of termini designation, and if it is beyond the authority of your district office to grant this request, we ask that the request be forwarded to the official or department having authority in the matter.

The matter is not one of grave importance, of course, but even in minor matters there should be sufficient flexibility to permit advancement and the adoption of better methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for Oregon U. S. Public Works projects Nos. NRM 133-B and NRH 133-C, Newport section of the Oregon Coast Highway, are today being recommended for approval subject to satisfactory evidence that the Yaquina Bay bridge will be constructed within a reasonable time. This is your authority to advertise contingent upon this evidence.

We note that the location of the route through the town of Newport has been revised from that which was originally approved. Will you please furnish us with revised prints of the sketch map showing this revision?

It is noted that the termini of this project are shown on the plans as "North" and "South" end of the project. In the future please use the notation "Beginning" and "End" of project rather than above.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

CONTRACT#1612,

SEE:

CONTRACT#1539,

22

[illegible]

CONTRACT#1612,

FLH 3-B Blue Mtn.-Jackson Cr. Sec. 1934

1612

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon USPW project
NRFL 3-B

April 11, 1935

RECEIVED
APR 12 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal-aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Oregon U. S. Public Works Project
No. NRFL 3, Section B.

Hwy 22844

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 8, 1934, by the Oregon State Highway Commission, and on November 10, 1934, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Project No. NRFL 3, Section B; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section B be increased from $19,155.45 to $23,500.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of twenty-three thousand, five hundred and no/100 dollars ($23,500.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Clause (b) of Article I shall read:

> "From other sources - Funds to the extent of $23,500.00 will be made available from appropriations made by Sec. 205, Title II of the National Industrial Recovery Act (Public

No. 67, 73rd Congress), approved June 16, 1933, and the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty-three thousand, five hundred and no/100 dollars ($23,500.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-four thousand, two hundred fifty-two and 03/100 dollars ($24,252.03), the approved total estimated cost of Section B of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 28th day of February, 1935, and the Secretary of Agriculture on the 3d day of April, 1935.

OREGON STATE HIGHWAY COMMISSION

By Leslie Scott
Chairman, State Highway Commission.

By E B Aldrich
Member, State Highway Commission

By Chas. K. Washburn
Member, State Highway Commission.

Secretary of Agriculture

By P St J Wilson
Acting Chief, Bureau of Public Roads.

Oregon U. S. Public Works Project No. NRHL 3, Section B.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. NRFL 3-B, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 24,252.03 in lieu of the $19,155.45 approved by Certificate of Nov. 10, 1934, as the total estimated cost of said project, and the sum of $ 23,500.00 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 3d day of April, one thousand nine hundred and thirty-five

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 [illegible]

#1612

FLP-3B

February 21, 1935

United Stated Fidelity & Guaranty Co.
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by Linde Air Products Company against the bond furnished by J. J. Badraun in connection with State Highway Contract No. 1612 covering the grading of the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway in Malheur County. This claim amounts to $55.62 and represents material furnished the contractors.

This information is given you as you appear as surety on the bond involved.

Very truly yours,

HBG:OG

Secretary.

encl.

cc S. H. Newell & Co.
656 N. Russell Street
Portland, Oregon

February 21, 1935

Honorable Earl Snell
Secretary of State
Capitol Building

Dear Sir:

This acknowledges receipt of your letter of February 21st with attached copies of notice of claim which has been filed by Linde Air Production Company against the bond taken from S. H. Newell & Co. in connection with State Highway Contract No. 1612 which was awarded to S. H. Newell & Co. for the grading of the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway in Malheur County.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

HBG:OG

Secretary

GEO. H. FLAGG,
CHIEF DEPUTY

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

February 20, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of notice of claim by [illegible] Air Protection Company for $155.67 against the bond taken from S. M. [illegible] & Company, principal, and United States Fidelity & Guaranty Company, surety, for work on the Blue Mountain Pass-Jackson Creek section of the I-O-N highway in Malheur County, contract No. 16[illegible].

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
Encs. 3

COPY

TO THE STATE OF OREGON

OREGON STATE HIGHWAY COMMISSIONER

NOTICE hereby is given that the undersigned Linde Air Products Company - Pacific Coast has a claim for material furnished, to wit: Compressed oxygen and dissolved acetylene furnished in steel cylinders, in the sum of Fifty-five and 62/100 Dollars ($55.62) against the bond taken from Sidney H. Newell and Thomas J. Williams, co-partners, doing business under the fictitious name and style of S. H. Newell and Company, as principal, and the United States Fidelity and Guaranty Company, as surety upon such bond, for the work of grading 5.2 miles of Highway on the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway in Malheur County, designated as Contract No. 1612.

LINDE AIR PRODUCTS COMPANY-PACIFIC COAST

By S. DAVIS

Credit Manager

Dated January 28, 1935

Endorsed: File No. 2475
Filed February 20, 1935
EARL SNELL
Secretary of State

#1539+
1612

FLP-3B

January 25, 1935

Honorable Earl Snell
Secretary of State
Capitol Building

Dear Sir:

This acknowledges receipt of your letter of January 24 enclosing two letters from Day, Hampson & Nelson, attorneys of Portland, advising that the claims of the Standard Oil Company of California against the bonds furnished by S. H. Newell & Company in connection with State Highway Contracts No's. 1539 and 1612, have been satisfied.

We thank you for this information which we are transmitting to the surety company and the contractor.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

January 25, 1935

United States Fidelity & Guaranty Co.,
G. B. Eckles, Manager
1112 Bedell Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have just received information from the Secretary of State advising that he has received notice from Dey, Hampson & Nelson, attorneys of Portland, that the claims of the Standard Oil Company of California against the bond furnished by S. H. Newell & Company in connection with State Highway Contracts No's. 1539 and 1612, have been satisfied.

This information is given you as you appear as surety on the bonds involved.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - S. H. Newell & Co.,
656 No. Russell Street
Portland, Oregon

GEO. H. FLAGG,
CHIEF DEPUTY

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 24, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files copies of two letters from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, advising that notices of claim by the Standard Oil Company of California have been satisfied.

Yours very truly,

Earl Snell
Secretary of State

HM
encs. 2

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
RICHARD R. MORRIS
J. C. DEZENDORF
DONALD K. MOE

January 22, 1935.

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:

On November 20, 1934, there was filed in the office of the Secretary of State formal notice of the claim of the Standard Oil Company of California against the bond taken from S. H. Newell & Co., Principal, and United States Fidelity & Guaranty Company, surety, in the sum of $165.70 in connection with the improvement of the Blue Mountain Pass - Jackson Creek section of the Oregon-Nevada Highway, being Oregon State Highway Commission Contract No. 1612.

Standard Oil Company of California has received payment in full of this claim so we request that you make a notation to that effect upon your records and notify the State Highway Commission to that effect.

Will you please let us know when that has been done.

Very truly yours,

17/16

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

December 11, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U. S. Public Works project No. NRFL 3-B ______, was made by a representative of this office on November 8, 1934. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Jon

cc Mr. R. H. Baldock

Form 338—5M—3-34

[illegible]ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Blue Mt. Pass - Jackson Co.

For Week Ending Dec. 1, 1934

Section ~~Blue Mountain Pass~~

Kind of work Grading

Highway L.C.H.

Section prefix 123 PC.

Contractor S. K. Newell & Co.

Contract number 1612 FLP 38

Date of contract March 22, 1934

Date of completion July 31, 1934

Date work started April 6, 1934

Estimated date of completion Oct. 31, 1934

Amount of contract $24327.00

Per cent of time elapsed 170 %

Estimated cost of completed project, exclusive of engineering $24398.23

Per cent of contract completed, based on total contract price 100.2 %

Engineering costs to date, $1473.51, 6 %

Date project was completed Oct. 31, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished and sent in semifinal estimate Wednesday.

RECEIVED DEC 1 1934

NOTED

Signed L. K. Chandler

Address McDermitt, Nevada.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

cc Mr. R. H. Baldock

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.2				
Miles partially completed	5.2				
Miles completed	5.2				
Total estimated quantities	65213	55459			
Estimated quantities moved or placed to date	68213	55459			
Average daily quantities (For whole period)	305.2				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

WCW:EE

Division Engineer

cc Mr. R. H. Baldock

FORM 8-M-1 15710 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

FLP: 3 B

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO.

November 30, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

The completed cost of the Blue Mountain Pass-Jackson Creek Section of the I. O. N. Highway is shown by the semi-final estimate to be $25,872, or approximately $900.00 under the project authorization of $26,781.70. This $900.00 underrun was saving in the contingencies and engineering fund as the contract amount was almost exactly the same as the preliminary estimate, there being a variance of only $51.00.

There was very little variation in contract items between the estimated amounts and actual construction amounts. There was a variation in excavation quantities of only 2%, the actual quantities being approximately 2% greater than the preliminary estimate. There was an underrun of slightly less than 2% in overhaul quantities. Truckhaul, however, was increased in the amount of $162.00 over the preliminary estimate by reason of a greater swell than had originally been contemplated, which required the hauling of materials a longer distance than estimated in the plans.

There was approximately 11% overrun in 18" culvert pipe, the overrun being caused by the necessity of using longer pipes than were estimated due to the flatter slopes that were used on this project. When the culvert pipe lengths were estimated, it was not intended to use 3:1 slopes on fills greater than 3 feet, whereas 3:1 slopes were used on fills up to 5 feet. There was an underrun of approximately 18% selected roadbed topping as considerable topping materials were encountered in the roadbed excavations, which eliminated the necessity of retopping sections where such materials were used. Hauling roadbed topping underran for the same reason.

Yours very truly

W C Williams

Division Engineer

WCW:BH

cc Mr. R. H. Baldock

#1612

FLP-3B

November 22, 1934

United States Fidelity & Guaranty Co.,
G. B. Eckles, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed against S. H. Newell & Company by the Standard Oil Company for petroleum products furnished in connection with State Highway Contract No. 1612 which was awarded to S. H. Newell & Company for grading work on the Blue Mountain Pass-Jackson Creek Section of the I.O.N. Highway in Malheur County. As you will note, this claim is in the sum of $165.70.

This information is given you as you appear as surety on the bond involved.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - S. H. Newell & Company
656 No. Russell St.,
Portland, Oregon

November 22, 1934

Hon. P. J. Stadelman
Secretary of State
CAPITOL BUILDING

Dear Sir:

Thank you for your letter of November 20 with attached copies of notice of claim which has been filed by the Standard Oil Company against the bond taken from S. H. Newell & Company in connection with State Highway Contract No. 1612 covering grading work on the Blue Mountain Pass-Jackson Creek Section of the I.O.N. Highway in Malheur County.

In accordance with our usual practice we are today sending a copy of this notice of claim to the surety and the contractor.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:AC

GEO. H. FLAGG,
CHIEF DEPUTY

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

November 20, 1934

State Highway Commission
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

There has been received and filed in this office today, a notice of claim by the Standard Oil Company of California for petroleum products furnished in the sum of $165.70 against the bond taken from S. H. Newell & Company, principal, and United States Fidelity and Guaranty Company, surety, in the improvement of the Blue Mountain Pass-Jackson Creek Section of the Oregon-Nevada Highway, being State Highway Contract No. 1612.

A copy of the notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and,oblige.

Yours very truly,

P. J. Stadelman

Secretary of State

EL

Enc. 3

TO THE STATE OF OREGON AND
TO THE HONORABLE P. J. STADELMAN, SECRETARY OF STATE THEREOF:

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, has a claim for goods, wares and merchandise, consisting of petroleum products, in the sum of $165.70 against the bond taken from S. H. Newell & Company, principal, and the United States Fidelity and Guaranty Company, surety, in connection with the improvement of the Blue Mountain Pass-Jackson Creek Section of the Oregon-Nevada Highway, being Oregon State Highway Commission Contract No. 1612.

DATED at Portland, Oregon, November 19, 1934.

STANDARD OIL COMPANY OF CALIFORNIA

By L. L. CAMPBELL
District Sales Manager

ENDORSED:
File No. 2459
Filed November 20, 1934,
P. J. STADELMAN, Secretary of State

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. FLH 3-B

November 21, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jw

Ayp. 22844

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRFL-3, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

RECEIVED

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 8th day of May, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932, and the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 22nd day of October, 1932, a project statement, which was approved by the Secretary on the 1st day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 6th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, one hundred fifty-five and 45/100 dollars ($19,155.45) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State an amount sufficient to cover the State's share of the cost of construction not otherwise provided, from State Highway Funds, Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920 and Chap. 248, Laws of 1931.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources - Funds to the extent of $19,155.45 will be made available from appropriations made by Sec. 205, Title II of the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933, and the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932.
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 897 at the north end of NRFLH 3-A in the SW¼ of Section 27, T 38 S, R 42 E, and survey station 1170+50, in the SW¼ of Section 33, T 37 S, R 42 E, W.M., (excepting therefrom the portion between survey stations 1011+97 and 1050+24), length 4.455 miles, in Malheur County, being Section B of Oregon U.S.Public Works project No. NRFL-3, consisting of 4.455 miles of roadway and no bridges ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as the Blue Mt.Pass-Jackson Creek Section of the I.O.N. Highway between McDermitt and a point southwest of Rome.

-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—8518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of nineteen thousand, one hundred fifty-five and 45/100 dollars ($19,155.45), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-four thousand, two hundred fifty-two and 03/100 dollars ($24,252.03), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 10th day of November, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

~~Secretary of Agriculture~~.

By

Acting Chief, Bureau of Public Roads

P.D.B.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRH-3-B State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 24,252.03 as the total estimated cost of said project, and the sum of $ 19,155.45 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 10th day of November one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

U. S. GOVERNMENT PRINTING OFFICE: 1921 8—4829

By
Acting Chief, Bureau of Public Roads

3-B

November 2, 1934

United States Fidelity & Guaranty Company
Porter Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have just received notification from the Beall Pipe and Tank Corporation of their claims against S. H. Newell & Company for materials furnished that company in connection with its following contracts with the State Highway Commission:

> Grading of Jackson Creek-McDermitt Section of I.O.N. Highway, Federal Lands Project No. 3-A, in Malheur County. 3 A
>
> Grading of Blue Mountain Pass-Jackson Creek Section of I.O.N. Highway, Federal Lands Highway, Project No. 3-B, in Malheur County. 3-B

This notification is given you since you appear as surety on the bond furnished by the contractor in connection with each of these projects.

Very truly yours,

HBG:OG

Secretary.

cc S. H. Newell & Co.
656 N. Russell St.
Portland, Oregon

3-B

November 2, 1934

Beall Pipe and Tank Corporation
Kenton Station
Portland, Oregon

Gentlemen:

This acknowledges receipt of your letter of October 31st advising us of your claims against S. R. Newell & Company for materials furnished that company in connection with the following contracts with the State Highway Commission:

Grading of Jackson Creek-McDermitt Section of I.O.N Highway, Federal Lands Project No. 3-A, in Malheur County	$4,707.30	3-A
Grading of Blue Mountain Pass-Jackson Creek Section of I.O.N. Highway, Federal Lands Highway Project No. 3-B, in Malheur County.	$1,689.52	3-B

We are today making note of your claims in record against these jobs, and we are also advising the bonding company and the contractor that the claims have been filed.

Very truly yours,

HBG:OG

Secretary.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to intermediate voucher for Oregon U. S. Public Works project No. NRFL 3-B, covering period from September 11, 1934, to October 10, 1934, submitted in amount of $3,467.08.

The voucher is being recommended for payment in the amount submitted. Your attention, however, is called to the fact that the Federal Lands funds set up for this project come from two sources, namely, $10,561.13 under the Federal Lands Funds, 1933-1934, and $8,594.32 National Recovery Federal Lands Funds. We have shown on this voucher, accordingly, a claim for all the Federal Lands Funds, 1933-1934, or $10,561.13, and a claim of $3,407.57 from the NRFL Funds, a total of $13,968.70 claimed, less previous payments of $10,501.62. On the next voucher please show the distribution as given above in column for previous payments.

Please note also the proper designation for this project is No. NRFL 3-B.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

3 13

113-20

September 19, 1934

Mr. E. Snider, Secretary
The I-O-N Highway Association
Winnemucca, Nevada

Dear Sir:

In reply to your letter of September 17th, this will advise that the contract price for the work now in progress on the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway is $24,347.00.

The contract price for the work between Jackson Creek and McDermitt was $38,450.00 instead of $32,550.00 as mentioned in your letter.

The total expenditure on the above projects, including expenditures for engineering, will exceed the amounts stated by approximately 10 per cent.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

ROM SOUTHERN IDAHO AND SOUTHERN OREGON TO THE COAST

I-O-N Highway Association

IDAHO - OREGON - NEVADA

WINNEMUCCA, NEVADA

OFFICE OF THE SECRETARY

September 17, 1934

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

According to our records 14 miles of road was let north of McDermitt, in 1933, at a contract price of $32,550 and in 1934 5.2 miles between Blue Mountain Pass and Jackson Creek. As a matter or record may we be advised what the contract price was for the last 5.2 miles.

$38,450.00

24,347.00

Thanking you in advance for this information, I am

Very truly yours,

Snider

E. Snider
Secretary

1ip 3B

September 6, 1934

U. S. Fidelity & Guaranty Company
1208 Porter Building
Portland, Oregon

Attention of Mr. Cook

Gentlemen:

Mr. Probert, our Office Engineer, has handed me the assignments of the S. H. Newell & Company's contracts in Malheur County which you handed to him yesterday.

I regret that we cannot honor the assignments as written because they do not contain certain provisions of our standard form. We shall be pleased to honor the assignments if you will have S. H. Newell & Company sign the enclosed forms which are submitted in quadruplicate. These should be signed before two witnesses and the seal of the corporation should be affixed thereto.

Pending the return of these forms, properly executed, I have instructed our auditor to withhold further payments in connection with both of these contracts.

Very truly yours,

Secretary

HBG:AJ

cc Mr. Carl Smith

#1612

Manager:

The surety is taking over
Newell's job [illegible]
There [illegible]
[illegible] to [illegible] Mr. Cook
of the U.S. Fidelity & Guaranty Co.

ams, doing business as partner-
rtain contract with the State of
n Pass-Jackson Creek Section,
n as State Contract No. 1612, on
or about the 22nd day of March, 1934, and

Whereas, pursuant to statutory requirements the said S. H. Newell and Thos J. Williams executed a bond in the penal sum of $24,347.00 as principals and the State of Oregon as obligee, and the United States Fidelity & Guaranty Company as surety, the said bond bearing date of the 30th day of March, 1934, conditioned for the faithful performance of said contract, and

WHEREAS, the said S. H. Newell and Thos. J. Williams are not able to complete said contract within the time specified therein, and have incurred obligations in the performance thereof and are unable to meet the said obligations, and

WHEREAS, the conditions above set forth make a claim and liability against the surety, the said United States Fidelity & Guaranty Company, under the said bond,

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar and other

and

t

[illegible] Division Engineer.

ASSIGNMENT

WHEREAS, S. H. Newell and Thos. J. Williams, doing business as partnership of S. H. Newell & Company, entered into a certain contract with the State of Oregon for grading 5.2 miles on the Blue Mountain Pass-Jackson Creek Section, I. O. N. Highway of Malheur County, Oregon, known as State Contract No. 1612, on or about the 22nd day of March, 1934, and

Whereas, pursuant to statutory requirements the said S. H. Newell and Thos J. Williams executed a bond in the penal sum of $24,347.00 as principals and the State of Oregon as obligee, and the United States Fidelity & Guaranty Company as surety, the said bond bearing date of the 30th day of March, 1934, conditioned for the faithful performance of said contract, and

WHEREAS, the said S. H. Newell and Thos. J. Williams are not able to complete said contract within the time specified therein, and have incurred obligations in the performance thereof and are unable to meet the said obligations, and

WHEREAS, the conditions above set forth make a claim and liability against the surety, the said United States Fidelity & Guaranty Company, under the said bond,

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, including these premises, said S. H. Newell and Thos. J. Williams do hereby sell, assign and transfer all right, title and interest in and to all monies due or to become due, including retained percentages on said contract, to the United States Fidelity & Guaranty Company, and hereby authorizes and instructs the Highway Department of the State of Oregon to pay to the said United States Fidelity & Guaranty Company all monies due or to become due including retained percentages on said contract and deliver to it any warrants or other evidences of indebtedness, and do hereby authorize and empower the said United States Fidelity & Guaranty Company to act as agent for and in the name, place and stead of said S. H. Newell and Thos. J. Williams, to verify said estimates and all warrants, to sign receipts for and receive said monies and all warrants that may hereafter be drawn on the Treasurer of the State of Oregon on the various counties within said State of Oregon in payment of said monies due or to become due on said contract, and to endorse said warrants for payment by the Treasurer of the State of Oregon.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 4th day of September, 1934.

S. H. NEWELL & COMPANY

By Sidney H. Newell

ASSIGNMENT

WHEREAS, S. H. Newell and Thos. J. Williams, doing business as partnership of S. H. Newell & Company, entered into a certain contract with the State of Oregon for grading fourteen miles on the Jackson Creek-McDermitt Section of the I. O. N Highway of Malheur County, Oregon, known as State Contract No. 1539, on or about the 15th day of November, 1933, and

WHEREAS, pursuant to statutory requirements the said S. H. Newell and Thos. J. Williams executed a bond in the penal sum of $38,450.00 as principals and the State of Oregon as obligee, and the United States Fidelity & Guaranty Company as surety, the said bond bearing date of the First day of December, 1933, conditioned for the faithful performance of said contract, and

WHEREAS, the said S. H. Newell and Thos. J. Williams are not able to complete said contract within the time specified therein, and have incurred obligations in the performance thereof and are unable to meet the said obligations, and

WHEREAS, the conditions above set forth make a claim and liability against the surety, the said United States Fidelity & Guaranty Company, under the said bond,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, including these premises, said S. H. Newell and Thos. J. Williams do hereby sell, assign and transfer all right, title and interest in and to all monies due or to become due, including retained percentages on said contract, to the United States Fidelity & Guaranty Company, and hereby authorizes and instructs the Highway Department of the State of Oregon to pay to said United States Fidelity & Guaranty Company all monies due or to become due including retained percentages on said contract and deliver to it any warrants or other evidences of indebtedness, and do hereby authorize and empower the said United States Fidelity & Guaranty Company to act as agent for and in the name, place and stead of said S. H. Newell and Thos. J. Williams, to verify said estimates and all warrants, to sign receipts for and receive said monies and all warrants that may hereafter be drawn on the Treasurer of the State of Oregon on the various counties within said State of Oregon in payment of said monies due or to become due on said contract, and to endorse said warrants for payment by the Treasurer of the State of Oregon.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 4th day of September, 1934.

S. H. NEWELL & COMPANY

By Sidney H. Newell

FORM 9-M-1 15031 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 18, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

I am inclosing special provisions, estimates of costs and mile summary for the Blue Mountain Pass section of I. O. N. Highway in Malheur county.

In order to get within the $25,000 appropriation it has been necessary to end the Blue Mountain Pass section at Station 1425+90, which will allow for 4.83 mile section. However, I am submitting anestimate extending to Station 1480+10, which would afford a much easier connection with the present traveled road. This section will cost approximately $29,000. In the event, however, that you cannot extend the section this far a connection to the present road can be made from Station 1425 at a very moderate cost.

NOTED
State Highway Engineer

I am submitting no sketch map as this can be taken from the 1000' scale map which is in your office. I do not have a copy of the 1000' map.

I am showing this job under the single classification basis as the contractors seem to prefer to bid it that way. On the Blue Mountain Pass-Jackson Creek section the 2-classification basis was used but both bidders on the job bid one-classification. I will have test pits excavated to allow contractors to determine the type of materials to be encountered.

Very truly yours,

W C Williams

Division Engineer.

WCW:V cc Mr. Baldock.

R. H. BALDOCK
STATE HIGHW

IIS 5N 7/18/1934

Malheur County
I. O. N. Highway
Blue Mountain Pass Section
4.83 Miles Grading

(Stations 1170+50 to 1425+90)

Estimate of Cost by W. C. Williams, Division Engineer:

Clearing and Grubbing	All ———	——	500.00
Excavation- Single Classification	58,000 cu yds	.26	15,080.00
Overhaul	70,000 sta y	.01½	1,050.00
Truck haul	400 yd mi	.20	80.00
18" corrugated iron pipe	480 lin ft	2.50	1,200.00
24" " " "	660.00	3.50	2,310.00
Selected roadbed topping	5,000 cu yds	.30	1,500.00
" " " haul	9,000.00	.15	1,350.00
			23,070.00
Plus 10% engineering and contingencies - - - - - - - - - - -			2,307.00
			25,377.00

(Includes contractor's profit of 15%)

EGON S

R. H. BALDOCK
STATE HIGHW

7/18/34

Malheur County
I. O. N. Highway
Blue Mountain Pass Section
5.84 Miles Grading

(Stattions 1170+50 to 1480+10)

Estimate of Cost by W. C. Williams, Division Engineer:

Clearing and grubbing	All —	—	600.00
Excavation- single classification	68,000 cu yds	.26	17,680.00
Overhaul	72,000 st "	.01½	1,080.00
Truck haul	400 yd mi	.20	80.00
18" corrugated iron pipe	560 lin ft	2.50	1,400.00
24" " " "	660 " "	3.50	2,310.00
Selected roadbed topping	6,000 cu yds	.30	1,800.00
" " " haul	11,000 mi yds	.15	1,650.00
			26,600.00
Plus 10% engineering and contingencies - - - - - - - - - - -			2,660.00
			29,260.00

(Includes contractor's profit of 15%)

FORM S-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

FLH 3-13

12-4a

July 13, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Our budget for the I. O. N. Blue Mtn. Pass north section contemplates the construction from Station 1170+50 to station 1480 and the estimated cost for Federal Lands money of less than $25,000. It is the intention to construct merely enough to get out of Blue Mtn. Pass and back on to the main traveled road. The drafting department desire to start work on the plans for this project immediately and therefore will you kindly verify the limits of this project and furnish an estimate of cost, together with specifications. Topping pits should also be designated if possible, but if they have not been selected, please send me the preliminary information immediately.

It is my understanding from Probert's office that the provision to extend the Blue Mtn. Pass-Jackson Creek Section from Station 1170+50 to 1212, was not exercised on account of lack of funds. Please verify this also.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

fig 3

April 16, 1934

S. H. Newell & Company
656 North Russell Street
Portland, Oregon

Gentlemen:

We are today forwarding by express an executed copy of the contract recently awarded to you for the grading of the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway in Malheour County.

Very truly yours
STATE HIGHWAY COMMISSION

Secretary

jn

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Blue Mountain Pass-Jackson Creek Section, Project No. FLH 9-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. E. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. 3-B

BLUE MOUNTAIN PASS-JACKSON CREEK SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, April 11, 1934

Roadwork thru Government-Owned Lands
(Sta. 897+00 to 1011+77) (Sta. 1050+24 to 1170+50)

All Required		Clearing and Grubbing		$ 1,290.30
53,200	cu. yds.	Common Excavation	$ 0.24	12,768.00
7,000	" "	Solid Rock Excavation	0.24	1,680.00
69,900	yd. stas.	Overhaul	0.01	699.00
800	yd. mi.	Truck Haul	0.25	200.00
660	lin. ft.	12" Corr. Iron Pipe	2.80	1,848.00
200	" "	24" " " "	4.20	840.00
5,800	cu. yds.	Selected Roadbed Topping	0.25	1,450.00
10,600	yd. mi.	Hauling " "	0.12	1,272.00
			Sub-total	$ 22,047.30
			10% Engr. & Cont.	2,204.73
			Total	$ 24,252.03

Length	4.455 miles
Cost per mile	$ 5,443.77

Federal Lands Highway Funds Requested.	$ 19,155.45
State Funds.	5,096.58
	$ 24,252.03

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maintenance: Chap. 41, Laws 1927; Chap. 248, Laws 1931

313

March 26, 1934

S. H. Newell & Company
656 N. Russell Street
Portland, Oregon

Gentlemen:

For use in connection with the Blue Mountain Pass-Jackson Creek grading project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, C. M. Paradis, Manager, Wilson Building, Ontario, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc W. C. Williams
L. R. Chandler

Tip 3-B

March 23, 1934

S. E. Busell & Co.
656 North Russell St.
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 22 for the grading of the Blue Mountain Pass-Jackson Creek Section of the I.-O.-N. Highway in Malheur County, and has awarded to you the contract for such work at your bid price of $24,547.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 22, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRFL 3-R, Blue Mountain Pass-Jackson Creek section of the I.O.N. Highway, to S. H. Newell & Co., Portland, Oregon.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

February 26, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith additional copies of pages number 1, 12 and 13 of the Special Provisions for the Blue Mountain-Jackson Creek Section, Project No. FLH 3-B. These are to replace the corresponding pages in the proposals which you now have.

We are likewise sending, under separate cover, one original tracing of a 1,000' scale map of the I.O.N. Highway from approximate station 1170+00 to station 1530+56.2. This map, together with the one sent to you previously, shows the government-owned lands which are traversed by Project FLH 3-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 6, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRFLH 3-B, the Blue Mountain Pass-Jackson Creek section of the Idaho-Oregon-Nevada Highway, have today been recommended for approval. This is your authority for advertising.

We cannot concur in award of contract for this project until the revised program letter has been approved.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

ton

February 20, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Blue Mountain Pass-Jackson Creek Section of the I.O.N. Highway, Federal Lands Highway Project No. 3-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

In connection with the government-owned lands traversed by this project, the 1,000' scale map, showing the government-owned lands and certified by the Register of the Local Land Office at The Dalles, covered this project as well as Project No. FLH 4-A, except an approximate 350' section at the north end. An additional map for this section will be sent to you in the next few days.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. 3-B

BLUE MOUNTAIN PASS-JACKSON CREEK SECTION OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, February 20, 1934

Roadwork Through Government-Owned Lands
(Sta. 897+00 to 1011+97) (Sta. 1050+24 to 1170+50)

All Required		Clearing & Grubbing		$ 445.00
53,200	cu. yds.	Common Excavation	$0.22	11,704.00
7,000	" "	Solid Rock "	0.80	5,600.00
69,900	yd. stas.	Overhaul	0.02	1,398.00
800	yd. mi.	Truck Haul	0.15	120.00
660	lin. ft.	18" Corr. Iron Pipe	2.50	1,650.00
200	" "	24" " " "	3.50	700.00
5,800	cu. yds.	Selected Roadbed Topping	0.30	1,740.00
10,600	yd. mi.	Hauling " "	0.15	1,590.00
			Sub-total	$24,947.00
			10% Engr. & Cont.	2,494.70
			Total	$27,441.70

Length 4.455 mile
Cost per mile $6,159.75

Roadwork Through Private-Owned Lands
(Sta. 1097+11 to 1050+24)

All Required		Clearing & Grubbing		$ 75.00
6,600	cu. yds.	Common Excavation	$0.22	1,452.00
100	yd. stas.	Overhaul	0.02	2.00
40	lin. ft.	18" Corr. Iron Pipe	2.50	100.00
900	cu. yds.	Selected Roadbed Topping	0.30	270.00
1,400	yd. mi.	Hauling Roadbed Topping	0.15	210.00
			Sub-total	$ 2,109.00
			10% Engr. & Cont.	210.90
			Total	$ 2,319.90

Length 0.724 mile
Cost per mile $3,204.28

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	FLH Funds	State Funds
Roadway through Government lands	$27,441.70	$19,000.00	$ 8,441.70
" " private lands	2,319.90	- -	2,319.90
	$29,761.60	$19,000.00	$10,761.60

FORM S-M-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

3

112 Aw

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 29, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am submitting herewith special provisions, estimate of cost and summary of the Blue Mountain Pass-Jackson Creek Section of the I-O-N Highway in Malheur County.

This 5.17 mile section has been planned to use the $27,000.00 of Federal Land Funds unexpended, but $2,335.00 of State funds will be required to construct that portion between stations 1012 to 1050+25.

The prices for this section are estimated considerably higher than the amount of the present contract held by S. H. Newell, but I consider it very unlikely that we will receive another bid as low as the one submitted by Mr. Newell.

I have withheld the submission of these plans while I was investigating the possibility of another route through Blue Mountain Pass. Another pass can be used which is 160 feet lower than the pass through which our located line passes, but the other route requires the line 3,160 feet longer at approximately the same cost. I could not justify the 3160 feet added distance to eliminate the 160 feet of summit. Consequently I have abandoned the idea of any change of routing through Blue Mountain Pass.

Very truly yours,

Division Engineer.

WCW:CG
Encls.

cc R. H. Baldock.

CONTRACT #1613,

NBS 214 Little Nestucca Bridge Sec. 1933

1613

214

August 8, 1935

Mr. H. G. Smith,
Construction Engineer
O F F I C E

Dear Sir:

The Commission had under consideration at its last meeting the matter of contracting a rocking project on the Little Nestucca Highway as set out in Mr. Eason's letter of July 30 directed to you. The Commission approved contracting this project which is to be paid for with State Secondary Highway Funds allocated to Tillamook County. Please arrange to have this advertised at your convenience.

Yours very truly,

State Highway Engineer

MG:MC

cc - W. L. Chandler
F. D. Eason

RED TO
Sawyer
By

For Com. meeting.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATE HIGHWAY COMMISSION
ICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

July 30, 1935.

IN REPLY PLEASE REFER TO FILE NO.

JUL 30 1935

ineer,

pril 15, there was submitted to you special
estimate for a rocking project on the Little
This surfacing work was to cover two previous
for a total distance of 2½ miles. The contract
held up because of the possibility of getting
er the new program, which might permit a much

now evident that federal funds will not be available for work on the Little Nestucca Highway, and it is quite necessary, it seems to me, that the rocking project, as originally planned, should be let immediately so as to put the road in proper condition for winter use.

Baldock?

On the grading work done by Tillamook County the past year, a small portion of the new grade was surfaced under force account by the contractor where the old road had been destroyed. Unless rock is applied on the remainder of the grade, it will not be possible to use the new bridge or that portion of the grade during the winter period.

The estimate as submitted was $5,340.00. I find there is something over $5,000.00 available in state secondary highway funds in Tillamook County, and the Little Nestucca Highway is the only state secondary highway in this county. If this project can be let at the August meeting, it is quite possible to get the work done before winter sets in.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

by F. D. Eason
F. D. EASON,
Assistant Division Engineer.

FDE:AM

..., EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

July 30, 1935.

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JUL 30 1935

Mr. H. G. Smith,
Construction Engineer,
Office.

Dear Sir:

On April 15, there was submitted to you special provisions and an estimate for a rocking project on the Little Nestucca Highway. This surfacing work was to cover two previous grading projects for a total distance of 2½ miles. The contract for this work was held up because of the possibility of getting federal funds under the new program, which might permit a much larger project.

It is now evident that federal funds will not be available for work on the Little Nestucca Highway, and it is quite necessary, it seems to me, that the rocking project, as originally planned, should be let immediately so as to put the road in proper condition for winter use.

On the grading work done by Tillamook County the past year, a small portion of the new grade was surfaced under force account by the contractor where the old road had been destroyed. Unless rock is applied on the remainder of the grade, it will not be possible to use the new bridge or that portion of the grade during the winter period.

The estimate as submitted was $5,340.00. I find there is something over $5,000.00 available in state secondary highway funds in Tillamook County, and the Little Nestucca Highway is the only state secondary highway in this county. If this project can be let at the August meeting, it is quite possible to get the work done before winter sets in.

Baldock

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

by F. D. Eason
F. D. EASON,
Assistant Division Engineer.

FDE:AM

#1613

December 31, 19[illegible] 214

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1613 for the construction of a bridge over the Little Nestucca River near Dolph on the Little Nestucca Secondary Highway in Tillamook County has been completed by the contractor, W. W. McFarland, and that final settlement will be made by the State with said contractor for work done under said contract on or after January 10, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $11,603.69 including the final payment. Of this amount $21.66 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8 BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

Dec. 4, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon USPW Project NRS - 214-A, was made by a representative of this office on Nov. 15, 1934. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer.

October 30, 1934

Mr. H. B. Glaisyer
Office

Dear Sir:

Mr. W. W. McFarland completed all work on the Little Nestucca River Bridge, Contract No. 1613, NRS 214 on September 29, 1934.

Will you please secure authority for us to pay the final estimate on this job?

Very truly yours

C. B. McCullough
Bridge Engineer

By WAReeves
W. A. Reeves
Office Engineer

KR LD

Approved by commission November 1, 1934
[illegible]

#1613

October 24, 1934

214/

Mr. W. W. McFarland,
Canby, Oregon.

Dear Sir:

Please be advised that the time limit on your Contract No. 1613 for the construction of the Little Nestucca River Bridge on the Little Nestucca Secondary Highway in Tillamook County expired on October 1, 1934.

According to our records this contract was not completed until October 6th. Before final payment on this contract can be made it will be necessary to have your application for an extension of time up to the actual date of completion. Will you please forward us your application with the written consent of your surety on the bond furnished in connection with the contract at your early convenience.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to Bridge Dept.

FORM 2 E-1 15406 2500 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 6, 1934

Mr. R. H. Baldock

Office

Dear Sir:

In response to a request from Mr. Glaisyer we are giving you this information with reference to the contract for the construction of the Little Nestucca River bridge by Mr. W. W. McFarland.

At the time bids for this structure were taken Mr. McFarland did not realize that all gravel must be purchased from some one who had complied with the code by quoting him prices five days previous to the date for receiving bids. No one in the immediate vicinity of the bridge had filed any code prices and after the contract had been awarded to Mr. McFarland and when he attempted to purchase materials he learned that in order to comply with the code literally it would be necessary to purchase material at Salem or some other point equally distant. The prices he would have had to pay would have almost been prohibitive, and he, therefore, requested that he be relieved of his contract. The Commission refused to relieve him of his contract and he then entered into negotiations with the Sand and Gravel Code Authorities and made arrangements whereby he was allowed to purchase material from a place in the vicinity of the job as originally contemplated. The job is progressing satisfactorily and will very likely be completed within the date limits of the contract, namely August 31, 1934.

Very truly yours,

C. B. McCullough
Bridge Engineer

By WAReeves

W. A. Reeves
Office Engineer

NOTED
State Highway Engineer

WAR/DK

cc H. B. Glaisyer

RECEIVED
AUG - 7 1934
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
[illegible]

August 1, 1934

Mr. C. B. McCullough
OFFICE

NOTED
State Highway Engineer

Dear Sir:

On March 26 of this year the Commission awarded a contract to W. W. McFarland to construct a bridge over the Little Nestucca River near Dolph in Tillamook County. This action was confirmed at the meeting held on April 4 at which time the Commission was advised that Mr. McFarland had requested that he be relieved of his obligation because he had not complied with the N. R. A. Code. The Commission denied his request and the Engineer was instructed to so advise Mr. McFarland.

Mr. Baldock would like to know if you advised Mr. McFarland and what developed subsequent thereto.

Yours very truly,

HBG:MC

Secretary

REFERRED TO
McCullough
By State Highway Engineer

[illegible]?

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE NO. Ore. USPW Proj. NRS 214-A

July 16, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
JUL 17 1934
OREGON
STATE HIGHWAY [illegible]

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Tom

H4p. 20640

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRS-214, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

[illegible]
[illegible] 1934
[illegible]SION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 17th day of October, 1933, a project statement, which was approved by the Secretary on the 16th day of November, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 3rd day of January, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twelve thousand, three hundred forty-two and no/100 dollars ($12,342.00) as the share of the United States payable under said act on account of Section A of said project, which is ~~does not exceed the authorized Federal pro rata share~~ of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Bridge;
Between : survey station 287+60 and survey station 289+22 in the NW¼ of Section 23, T 5 S, R 10 W, W.M.,

, length 0.030 of a mile/, in Tillamook County, being Section A of Oregon U. S. Public Works project No. NRS-214, consisting of one bridge of more than 20 feet clear span, 0.030 of a mile in length, known locally as the Little Nestucca River Bridge.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twelve thousand, three hundred forty-two and no/100 dollars ($12,342.00), certified to the Secretary of the Treasury as above mentioned, which ~~does~~ ~~not exceed the authorized Federal pro rata share of~~ ~~dollars ($~~ is ~~)~~, the approved total estimated cost of Section A of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed ~~the legal limitation upon such payments not made exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. (Insert reference to law authorizing funds to be made annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 28 day of June, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By C. Washburn
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

Secretary of Agriculture
~~XXXXXXXXXXXXXXXXXX~~

By ____________________
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRS-214-A., State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 12,342.00 as the total estimated cost of said project, and the sum of $ 12,342.00 as the share of the United States, payable under said acts on account of such project, which is the total estimated cost.

Done at the city of Washington, this 28 day of June one thousand nine hundred and thirty-four

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

CWS By
Acting Chief, Bureau of Public Roads

[illegible] 3:14

April 18, 1934

Mr. C. B. McCullough
Office

Dear Sir:

At the meeting of April 4 and 5, the Commission confirmed the award of the contract for the construction of a bridge over Little Nestucca River on Nestucca Secondary Highway in Tillamook County to M. W. McFarland. The Commission denied the request of Mr. McFarland that he be relieved of his obligation because he did not comply with the N.R.A. code.

The Commission adopted the resolution regarding the disposal of the old Beneke Creek bridge on the Nehalem Secondary Highway in Clatsop County whereby this bridge is left for the use of Mrs. A. Foster and Mrs. C. C. Tiedeman.

The Commission approved the request of George F. Holman to place name plates on the Sahale Creek Falls bridge on the Mt. Hood Highway, subject to the approval of the Bridge Engineer. Mr. Holman is to pay the entire cost of these name plates and installation charges. Will you please write this letter?

The Commission authorized you to approve plans for the bridge which Lane County is to construct over the Siuslaw River at Mapleton.

Very truly yours,

State Highway Engineer

RHB:HI

cc H. B. Glaisyer

nrs 214

April 16, 1934

Mr. W. W. McFarland
Canby
Oregon

Dear Sir:

We are today forwarding by express an executed copy of the contract awarded to you for the construction of a bridge over the Little Nestucca River on the Little Nestucca Secondary Highway in Tillamook County near Dolph.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Little Nestucca River Section, Project No. NRS 214.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 214

LITTLE NESTUCCA RIVER BRIDGE

ON THE LITTLE NESTUCCA RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1934

65	cu. yds.	Excavation	$2.00	$ 130.00
10	" "	Excavation below plans	5.00	50.00
50	" "	Class "B" Concrete	19.00	950.00
10	" "	" "g" "	20.00	200.00
65	" "	" "p" "	21.00	1,365.00
13,000	lbs.	Metal Reinforcement	0.05	650.00
6.5	M-FBM	Treated Lumber	90.00	585.00
94,000	lbs.	Structural Steel	0.06	5,640.00
75	lin. ft.	Treated Trestle Superstructure	22.00	1,650.00
		Sub-total		$11,220.00
		10% Engr. & Cont.		1,122.00
		Total		$12,342.00

Length of Bridge 0.030 mile

National Recovery Secondary Highway Funds Requested $12,342.00

State funds for construction: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 248, laws 1931
State funds for maintenance: Chap. 41, laws 1927; chap. 248, laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 26, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRS 214, bridge over Little Nestucca River, to W. W. McFarland, Canby, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Tr# 214

March 26, 1934

Mr. W. F. McFarland
Canby, Oregon

Dear Sir:

Confirming our wire to you of this date, I wish to advise that the State Highway Commission has today awarded to you the contract for the construction of a bridge over the Little Nestucca River near Dolph on the Little Nestucca Secondary Highway, based on the bid submitted by you on March 22, 1934 which totals $11,220.

You may consider this letter as your authority to commence construction operations immediately. The contract forms will be sent to you shortly for execution.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

W. W. McFarland
Canby, Oregon

I buy one little western [illegible] on little [illegible] sandy [illegible] near [illegible] or barns your best substitute [illegible]

October 17, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement covering the Little Nestucca Bridge Section of the Little Nestucca Highway, Project NRS-214.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

STATE Oregon

PROJECT NO. NRS 214
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

~~FEDERAL AID ROAD ACT~~

~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto~~

NATIONAL INDUSTRIAL RECOVERY ACT
Approved June 16, 1933

(Date) October 17, 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Little Nestucca River Bridge Section, Little Nestucca Hwy.

2. Between control points of official description: ______ and ______

3. Between intermediate control points if used: ______ and ______

County of Tillamook

4. Length in miles (gross) 0.04 (net) 0.04

5. Preliminary estimate of cost: Total, $12,500; section of road to be first improved, $ 12,500, of which $ 12,500 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ______ (Amount.)

Current Income Sufficient to Insure Compl.: Chap. 175, Laws 1917; Chap. 31, Laws 1920, Chap. 248, Laws 1932.
(Source; refer to statute.)

(*b*) County ______
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Current Income; Chap. 41, Laws 1927; Chap. 248, Laws 1932. (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

As Chairman.
(Title of officer.)

By

As Commissioner
(Title of officer.)

By

As Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE [illegible]

January 2, 1934

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Little Nestucca River Bridge, Project No. NRS 214.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS-214

LITTLE NESTUCCA RIVER BRIDGE

ON THE LITTLE NESTUCCA HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 2, 1934

65	cu. yds.	Excavation	$ 5.00	$ 325.00
10	" "	Excavation below Plans	7.00	70.00
20	" "	Class "B" Concrete	20.00	200.00
10	" "	" "A" "	21.00	210.00
65	" "	" "D" "	21.00	1,365.00
13,000	lbs.	Metal Reinforcement	0.06	780.00
6.5	M-FBM	Treated Lumber	100.00	6,500.00
94,000	lbs.	Structural Steel	0.06	5,640.00
75	lin. ft.	Treated Trestle Superstructure	30.00	2,250.00
			Sub-total	$ 17,340.00
			10% Engr. & Cont.	1,734.00
			Total	$ 19,074.00

Length of Bridge 0.030 mile

National Recovery Secondary Highway Funds Requested...............$ 19,074.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREGON

January 3, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRS 214-A, Little Nestucca River bridge on the Little Nestucca Secondary Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

CONTRACT #1614,

NFH 233-A Reiner's Ranch-Pendleton 1934
Sec.

1614

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRS 233-A,
Meiner's Ranch - Pendleton Section

November 12, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Highway Engineer

Encls.

Jon

Oregon U. S. Public Works Project No. NRS 233, Section A Agr. 20925

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 8, 1934 by the Oregon State Highway Commission and on July 11, 1934 by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section A of Oregon U. S. Public Works Project No. NRS 233; and

WHEREAS, the State Highway Department has requested that the Federal funds approved and set aside to the credit of said Section A be increased from $21,411.52 to $40,271.20;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury the sum of forty thousand, two hundred seventy-one and 20/100 dollars ($40,271.20), as the share of the United States payable under said act on account of said Section A, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section A shall not in any event exceed the sum of forty thousand, two hundred seventy-one and 20/100 dollars ($40,271.20), certified to the

> Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-nine thousand, fifty-eight and 00/100 dollars ($69,058.00), the approved total estimated cost of said Section A."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 26th day of September, 1936, and the Secretary of Agriculture on the 4th day of Nov., 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By F L Fonville
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By
Acting Chief, Bureau of Public Roads

Oregon U. S. Public Works Project No. NRS 233, Section A

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. NRS 233-A State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 69,058.00 in lieu of the $21,411.52 approved by Cert. of July 11, 1934 as the total estimated cost of said project, and the sum of $ 40,271.20/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 4th day of Nov.,
one thousand nine hundred and thirty-six

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4839

#1614

April 15, 1935

233A

United States Fidelity & Guaranty Company,
O. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

On November 9th we advised you that State Highway Contract No. 1614 for the construction of the Meiners Ranch-Pendleton Section of the Pendleton-Cold Springs Highway in Umatilla County has been completed by the contractors, Joplin & Eldon, and that final settlement would be made on or after November 19th.

We advised that the total amount paid to the contractors in connection with this contract, including the final payment would be $68,829.41. Since that time an adjustment has been made and the total amount which will be paid to the contractors will be $69,302.76.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

No. 8

December 11, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U. S. Public Works Project NRS 233-A ________________, was made by a representative of this office on November 9, 1934. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Jm

#1614

November 9, 1934

23³ᴬ

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1614 for the construction of the Meiner's Ranch-Pendleton Section of the Pendleton-Cold Springs Highway in Umatilla County has been completed by the contractors, Joplin & Eldon, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 19, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $68,829.41 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-M-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
STATE HIGHWAY SALEM

2331

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 5, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

While I have not been definitely advised by your office it is my understanding that the time extension granted Joplin and Eldon on their Meiner's Ranch-Pendleton contract carried the provision that the contractors were to pay engineering costs after September 1st.

The engineering costs between September 1st and 26th are as follows: Salaries $720.68; equipment rentals $51.20; supplies $32.41, making a total of $804.29. Some engineering expenses were incurred after September 26th in preparing the final estimate, but this expense would have been incurred after completion of the contract even if it had been completed on time. The costs after September 26th are not properly chargeable to the contractors.

Very truly yours,

W C Willia

:C V

Division Engineer.

cc Mr. Baldock.

Answered by H. G. Smith
10-10-34

[illegible]

FORM 8-M-1 14280 800 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

A

September 24, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing price agreement No. 1 on the Meinor's Ranch-Pendleton Section, Pendleton-Cold Springs Highway in Umatilla County.

This price agreement covers the barreling of 18 tons of No. 3 road oil at $22.00 per ton, which is the actual cost as near as can be estimated. This road oil will be needed in maintenance operations as oil to be barreled on this job had to be diverted for use in oiling the streets of Hermiston. Purchase of the road oil is therefore an accommodation to both the contractor and the State of Oregon.

Additional project authorization will not be required.

Very truly yours,

WCWillia

WCW:OG
Encl.

Division Engineer.

cc R. H. Baldock.

Form 338—5M—2-34

O[illegible]GON STATE HIGHWAY COMMISSI[illegible]

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 29, 1934

Section Meiner's Ranch-Pendleton

Kind of work Resurfacing and Oiling

Highway Pendleton-Cold Springs

Section prefix 30 PS NRS 233-A

Contractor Joplin & Eldon

Contract number 1614

Date of contract March 26, 1934

Date of completion July 15, 1934

Date work started April 13, 1934

Estimated date of completion ...., 193....

Amount of contract $ 69,105.00

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 69,105.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 3450.00, 5.0 %

Date project was completed Sept. 29, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final seal was completed on the job on Wednesday of this week. Thursday and Friday was spent blading shoulders and cleaning ditches. The contractor is giving this section a final maintaining with a broom today. The crusher has been removed and the bunkers are torn down, and are now waiting to be shipped to another job.

RECEIVED
OCT 2 - 1934
OFFICE OF
CONST[illegible]

Dean Swift
Resident Engineer

Signed ....

Address ....

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		12.2		12.2	
Miles partially completed					
Miles completed		12.2		12.2	
Total estimated quantities		12,780	3,800	7341	
Estimated quantities moved or placed to date		12,780	3,800	7341	
Average daily quantities				200	
Average daily quantities necessary to complete project on time					
Number shifts per day				2	
Hours per shift				6	
Average force on project for week				74	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	U.S. Employment Service COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men		65				9	74
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ......, Crushing or screening plants ......,

Compressors ......, Bull dozers ......, Sheet-foot rollers ......, Trucks 6 ......, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain	12	Rain
Tuesday	Cloudy		
Wednesday	Cool		
Thursday	"		
Friday	"		
Saturday	Fair		

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Post Office Building
Portland, Oreg.

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRS 233-A

July 25, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered [illegible] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Tom

Agr. 20925

Form P. R. 2

U.S.Public Works State Oregon

Project No. NRS-233, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

RECEIVED

[illegible] COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1934

by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933;

Whereas the Highway Department of said State submitted on the 22nd day of March, 1934, a project statement, which was approved by the Secretary on the 26th day of March, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 7th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-one thousand, four hundred eleven and 52/100 dollars ($21,411.52) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act
(Include amount, date, and citation of act of legislature by which authorized)
approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920, ~~[illegible]~~ and Chap. 248, Laws of 1931.

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+65 in the NW¼ of Section 9, T 2 N, R 32 E, and survey station 990+00 in the SE¼ of Section 18, T 4 N, R 32 E, W.M.,

, length 12.187 miles, in Umatilla County, being Section A of Oregon U. S. Public Works project No. NRS-233, consisting of 12.187 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~ known locally as Meiner's Ranch-Pendleton Section of the Pendleton-Cold Springs Highway.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twenty-one thousand, four hundred eleven and 52/100 dollars ($ 21,411.52), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-nine thousand, fifty-eight and no/100 dollars ($ 69,058.00), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 245, Laws of 1931. (include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11 day of July, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By EBAldrich

Member, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

By

Acting Chief, Bureau of Public Roads

Form PR. 9—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRS-233-A** State of **Oregon**

SECOND. That in accordance with said provisions I have approved the sum of $ **69,058.00** as the total estimated cost of said project, and the sum of $ **21,411.52** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11 day of July
housand nine hundred and thirty-four

8—4820

Secretary of Agriculture
[illegible]

By
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRS-233-A** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **69,056.00** as the total estimated cost of said project, and the sum of $ **21,411.52** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11 day of July one thousand nine hundred and thirty-four

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1921 8—4829

By

Acting Chief, Bureau of Public Roads

FORM 8 A11 13749 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PR 2283a

OREGON STATE HIGHWAY COMMISSION
SALEM

July 12, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The construction of bituminous macadam on the completed portion of the Emigrant Hill Summit Section, before doing the LaGrande-Pendleton Municipal projects, has the approval of this office and you are therefore authorised to make the necessary arrangements for handling the work in this order.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock ✓

FORM 5-M-1 14280 500 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 11, 1934.

IN REPLY PLEASE
REFER TO FILE NO. 233-a

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

30 PS-- Re Extension of Time.

Attention Mr. Glaisyer:

Dear Sir:

With reference to application of Joplin & Eldon for extension of time to September 15th on the Meiner's Ranch-Pendleton section of Pendleton-Cold Springs Highway, Contract No. 1614:

Joplin & Eldon have been working under difficulties on this project and I have been unable to determine exactly what was causing the slow progress, but it is highly probable that inexperienced labor has cut down the efficiency of the work to a considerable extent. The quarry does contain exceptionally hard stone but is no different than the test holes showed. Dust storms have caused several days delay, as stated. However, negligence, or lack of efficiency on the part of the contractors, has also contributed to slow down progress on the work and I do not feel that they are entitled to extension of time beyond September 1st without penalty.

Due to the late start made in the production of rock, during which time no expense was caused the State for checkers or inspectors, there will be no added engineering costs up to September 1st.

It is therefore my recommendation that Joplin & Eldon be given an extension of time to September 15th, but that all engineering costs incurred after September 1st be charged to the contractor.

Very truly yours,

Division Engineer.

WCW:V
cc Baldock.

FORM 9-M-1 13031 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

a

June 23, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

NOTED
Asst. Highway Engineer

Dear Sir:

I am enclosing copies of two sets of contracts entered into on the Meiner's Ranch-Pendleton Section of the Pendleton-Cold Springs Highway.

One contract between Joplin & Eldon, contractors, and C. D. Kelly and C. K. Pierson, sub-contractors, covers the furnishing, hauling and applying of water.

The other subcontract is between Joplin & Eldon and O. M. Sudbrook and C. D. Kelley, and covers the hauling of surfacing materials.

The total of these two subcontracts is approximately 15% of the original contract and it is therefore my recommendation that the subcontracts be approved.

Very truly yours,

W C Willi

Division Engineer.

WCW:OG
Encls.

cc R. H. Baldock.

233a

April 16, 1934

Joplin & Eldon
P. O. Box 5686, Kenton Station
Portland, Oregon

Gentlemen:

We are today forwarding by express for your records and files an executed copy of the contract awarded to you for the construction of the Meiner's Ranch-Pendleton Section of the Pendleton-Cold Springs Highway in Umatilla County.

Very truly yours
STATE HIGHWAY COMMISSION

Secretary

jn

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Meimers Ranch-Pendleton Section, Project No. NRS 233-A.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 233-A

MEINER'S RANCH-PENDLETON SECTION
OF THE PENDLETON-COLD SPRINGS HIGHWAY IN
UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 11, 1934

11,200	cu. yds.	Crushed Rock Surfacing	$ 2.10	$ 23,520.00
1,700	" "	Filler	0.30	510.00
5,100	yd. mi.	Hauling Filler	0.20	1,020.00
1,000	M-Gals.	Sprinkling	3.00	3,000.00
7,400	cu. yds.	Mineral Aggregate in Place	2.70	19,980.00
140	ton	Emulsified or Cut-back Asphalt in Seal Coat	25.00	3,500.00
450	"	No. 3 Road Oil in Place	25.00	11,250.00
			Sub-total	$ 62,780.00
			10% Engr. & Cont.	6,278.00
			Total	$ 69,058.00

Length 12.187 miles
Cost per mile $ 5,666.52

(Note: Surfacing to be constructed across bridges)

National Recovery Secondary Funds Requested.	$ 21,411.52
State Funds.	47,646.48
	$ 69,058.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

As you were advised by Mr. Davis at the Commission meeting on March 22nd, it is necessary to change the designation of the Meiner's Ranch-Pendleton Section of the Pendleton-Cold Springs Highway, Oregon U. S. Public Works project, to NRS 233-A. This results in an overdraft of the Oregon allotment of NRS funds. We suggest that the project agreement estimate for this project be submitted immediately, requesting at least $33,805.48 less NRS funds than set up at present and show the difference as coming from State funds. Later, after a sufficient amount of NRS funds become available through the payment of final vouchers, a modification of the agreement may be made to substitute NRS funds for State funds.

If this suggestion is not satisfactory to you, it is essential that some other adjustment of funds be made immediately.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Senior Hwy. Engr.

REFERRED TO
Propst
State Highway Engineer

333a

March 28, 1934

Joplin & Eldon
P. O. Box 5686, Kenton Station
Portland, Oregon

Gentlemen:

For use in connection with the Meiners Ranch-Pendleton surfacing and oiling project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Elks Temple Building, Pendleton, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. C. Williams
Mr. J. G. Toole

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 26, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRS 233. Meiner's Ranch-Pendleton section of Pendleton-Cold Springs Highway, to Joplin & Eldon, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

233-a

March 26, 1934

Joplin & Eldon, Contractors
Box 5686, Kenton Station
Portland, Oregon

Gentlemen:

Confirming our wire to you of this date, I wish to advise that the State Highway Commission has today awarded to you the contract for the construction of the Meiner's Ranch-Pendleton Section of the Pendleton-Cold Springs Secondary Highway, based on the bid submitted by you on March 22, 1934, which totals $69,105, using road oil.

You may consider this letter as your authority to commence construction operations immediately. The contract forms will be sent to you shortly for execution.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

233-a

Joplin & Eldon, Contractors
? ? ?
Portland

State Hy Comm has today awarded you contract for construction of Meiners Ranch - Pendleton section of Pendleton - Cold Springs Hiwy on basis your bid submitted March 22nd. stop you may consider this wire your authority to commence construction immediately stop, contract forms follow shortly

H B Mayo Secy
St Hy Com

Postal
Day Letter

March 22, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Meiners Ranch-Pendleton Section of the Pendleton-Cold Springs Highway. These papers have been revised in accord with your suggestion by telephone to designate the work as an NRS project. The project number has been changed to NRS 233.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

STATE Oregon

PROJECT NO. NRS 383
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) March 22 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Meimas Ranch – Pendleton Sec. Pendleton – Cold Springs Hwy
2. Between control points of official description: Pt in SE ¼ Sec 18 T4N, R32E. and Pendleton
3. Between intermediate control points if used: and

County of Umatilla

4. Length in miles (gross) 12.2 (net) 12.2
5. Preliminary estimate of cost: Total, $63,200; section of road to be first improved, $63,200,

of which $ – is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.)

Current Income sufficient to insure completion: Chap 175, Laws 1917; Chap 3, Laws 1920
(Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State, from the following
(State or (and) county.)

sources: Current Income, Chap 41, Laws 1927
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

(Official title of Highway Department.)

By

(Title of officer.)

By

(Title of officer.)

By

(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5072

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Current Income: Chap. 41, laws 1927 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman (Title of officer.)

By

Commissioner (Title of officer.)

By

Commissioner (Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5072

DEPARTMENT

March 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of page No. 1 of the Special Provisions for the Meiners Ranch-Pendleton Section, Project No. NRH 233-A.

The completion date for this project, which is given on page 1, has been changed to July 15, 1934, and, accordingly, the enclosed copies are to replace those in the bid proposals which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRH 233-A, the Meiner's Ranch-Pendleton section of the Pendleton-Cold Springs Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Iron

233-A

March 7, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to project statement for Oregon F.A.P. 233, Pendleton-Cold Springs project.

The route report indicates that preliminary studies have been made of a relocation of the Old Oregon Trail, Federal Aid Route No. 1, between Pendleton and Echo. It is stated that if this relocation is adopted it will involve a complete change in the route between Pendleton and Cold Springs.

Before taking action on this project statement we would be pleased to have copies of the reports made by your engineers on the contemplated relocation of the Pendleton-Echo section, accompanied by sketches showing such relocation, and the new route of the Pendleton-Cold Springs Highway.

You, no doubt, have a 5 and 10-year program for highway improvements. Please advise if the Pendleton-Echo relocation is included in such programs. An expression of your views on the subject will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr.Highway Engineer

February 23, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Meiner's Ranch-Pendleton Section, Project No. NRH-253-A.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/OS

Encl.

Oregon State Highway Department

National Recovery Secondary Highway
Project No. ~~NRH 233-A~~ NRS 233 A

MEINER'S RANCH-PENDLETON SECTION
OF THE PENDLETON-COLD SPRINGS HIGHWAY IN
UMATILLA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, February 23, 1934

11,200	cu. yds.	Crushed Rock Surfacing	$ 1.60	$ 17,920.00
1,700	" "	Filler	0.30	510.00
5,100	yd. mi.	Hauling Filler	0.15	765.00
1,000	M-Gal.	Sprinkling	2.25	2,225.00
7,400	cu. yds.	Mineral Aggregate in Place	2.70	19,980.00
140	ton	Emulsified or Cut-back Asphalt in Seal Coat	28.00	3,920.00
450	"	No. 3 Road Oil in Place	27.00	12,150.00
535	"	Tar in Place	24.00	(Alternate)
			Sub-total	$ 57,470.00
			10% Engr. & Cont.	5,747.00
			Total	$ 63,217.00

Length	12.187 12.196 miles
Cost per mile	$ 5,183.42

(Note; Surfacing to be constructed across bridges)

National Recovery Highway Funds Requested	$ 55,217.00
State Funds	8,000.00
	$ 63,217.00

FORM 2-M-1 12269 500 11-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

P# 233

February 22, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

With further reference to the quarry designated on the Meiner's Ranch-Pendleton Section of the Cold Springs Highway, I wish to advise that in my estimation these two quarries should be classed as quarries permitting machine loading.

While neither quarry is exactly a dice rock quarry, the test holes we have excavated show that the material will break fine enough that it would be necessary to shovel the material. It is a certainty that the quarries will not break large enough to permit loading by hand. The rock should break quite similar to that used by the Newport Construction Company on the Wallula Cut-off, and it was practically impossible to handle that material by hand methods.

Very truly yours,

W C Williams

WCW:OG

Division Engineer.

SHP

FORM 5 A-1 11924 10M 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

2332

January 31, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In submitting estimates and proposal for maintenance material contracts, please furnish more data concerning the location and amounts in each stock pile.

On the Meiner's Ranch-Pendleton Section please send assumed distribution per mile for maintenance material in stock pile, location of available stock pile sites and quantities of each size of material planned to be placed at stock pile sites. Also an estimate based on the materials in place in stock piles. (No hauling in the bid item.)

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

CONTRACT #1616,
1617,

NRS 234 Danebo Road-Eugene Sec. 1934

1616-1617

234

December 17, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of the project statement map for the Danebo Road-Eugene Section, Project No. 234. It is requested that the project be extended to include the two additional projects to be undertaken, viz; the Oak Hill School-Danebo Road Section to be improved under the NRS (1935) Program and the Oak Hill Overcrossing-Oak Hill School Section to be improved under the WPSO Program.

The revised length of the project is 5.1 miles.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

234

November 27, 1934

Hansen & Rowland, Inc.
Washington Bldg.,
Tacoma, Washington.

Gentlemen:

In response to your inquiry of November 19th we wish to advise that the total amount paid to Mr. E. C. Hall on his contract No. 1616 - Danebo Road-Eugene Section in Lane County, was $52,199.52.

The total amount paid to date on his contract No. 1655 - Agate-Little Butte Creek Section in Jackson County is $41,035.75 and the retained percentage is $1,334.61.

Very truly yours,

Secretary.

Dict. by J. McFarland.

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
H. T. HANSEN, PRES.
I. C. ROWLAND, SECY
TACOMA, WASHINGTON

November 19, 1934.

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

RE: BOND NO. 44262 - E. C. HALL ro STATE OF OREGON - Agate-Little Butte Creek Section, Crater Lake Highway, in Jackson County, Oregon - Contract No. 1633.
BOND NO. 44205 - E. C. HALL to STATE OF OREGON - Danebo Road-Eugene Section of Eugene-Veneta Highway, in Lane County - Contract No. 1616.

Dear Sir:

Will you please advise us the total amount paid to the contractor on each of the above captioned contracts.

Thanking you for this information, we are

Yours very truly,

HANSEN & ROWLAND, Inc.
General Agents.

By [illegible]
Surety Bond Department.

FT

#1633 – [illegible]
$7[illegible].93 – [illegible]

#1616 – [illegible] 199.85

[illegible]

November 15, 1934

Hansen & Rowland Inc.
General Agents
Washington Building
Tacoma, Washington

Attention: Mr. A. VanR. Schermerhorn

Gentlemen:

Reply is made to your letter of November 14th requesting further information regarding payments to E. C. Hall in connection with his contracts with the State Highway Commission for the construction of the Danebo Road-Eugene Section of the Eugene-Veneta Highway, and for the Agate-Little Butte Creek Section of the Crater Lake Highway.

The payment previous to the October 8th payment in connection with the Danebo Road-Eugene project, was for estimate No. 5 for work performed up to September 15th. The amount of the warrant was $13,484.60. The warrant was mailed October 5, 1934. 234

A payment prior to the October 8th payment in connection with the Agate-Little Butte Creek Section project, was for estimate No. 2 for work performed up to September 15th. This estimate was for $21,043.37, and the warrant was mailed to the contractor on October 5th. 47A

Very truly yours,

HBG:OG

Secretary.

Nov, 15,,1934

H. B.G.

Cont. #1616 - Est. #5 - for work performed tp Sept,15th - $13,484.60 - warrant mailed on Oct, 5, 1934 - Retained percentage was $4,025.63.

Cont. #1633 - Est. #2 - for work performed to Sept, 15th - $21,043.37 - warrant mailed Odt, 5, 1934 - Retained percentage was $3,064.58 -

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
H. T. HANSEN, PRES.
I. C. ROWLAND, SEC'Y
TACOMA, WASHINGTON

November 14, 1934

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Under date of November 1st, in reply to our inquiry, you advised us that on October 8th the unpaid balance due Mr. Hall on Contract No. 1616, the Danebo Road -Eugene Section of the Eugene-Veneta Highway- was $4,065.83; and on Contract No. 1633, the Agate-Little Butte Creek Section of the Crater Lake Highway, the unpaid balance on that date was $10,636.89.

May we further bother you to give us the information as to when the payment previous to October 8th, on these two jobs, was made and what the amount of these two payments was. We are asking this information for the purpose of verification of the financial statement in our files and would appreciate your furnishing us with the information.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

By A. Van R. Schumacher
Surety Bond Dept.

AVRS:fr
**

Jim —
please supply information
HBG

November 1, 1934

Hansen & Rowland, Inc.
Tacoma
Washington

Gentlemen:

Reference is made to your inquiry of October 26.

E. C. Hall Contract #1616, construction of Danebo Road-Eugene Section of Eugene-Veneta Highway in Lane County was completed on September 20, 1934 and accepted by the State Highway Commission on October 10. The unpaid balance due the contractor on October 8 in connection with this project was $4,065.83.

E. C. Hall Contract, #1653, construction of Agate-Little Butte Creek Section of Crater Lake Highway in Jackson County was completed on October 1, 1934 and accepted by the State Highway Commission on October 10, 1934. The unpaid balance due the contractor on October 8 in connection with this job was $10,636.80.

Very truly yours,

Secretary

AJ

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

October 26, 1934

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 44262 - E. C. HALL to STATE OF OREGON - Agate-Little Butte Creek Section, Crater Lake Highway, in Jackson County, Oregon.
BOND NO. 44204 - E. C. HALL to STATE OF OREGON - Danebo Road-Eugene Section of Eugene-Veneta Highway, NRS 234 in Lane County, Oregon

Dear Sir:

We would appreciate your giving us the unpaid balance due to Mr. Hall on each of the above contracts, as of October 8, 1934. Inasmuch as we understand both contracts were completed prior to October 8th, it will answer our purpose if you can give us the figures shown by the State's estimate on the date, next preceding October 8th, that same was rendered.

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents
By A. Van R Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Dept.

AVRS:MF

FORM 9-A-1 19974 9359 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

2-37

Oct. 25, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. N. BISHOP

Dear Sir:

Your letter of Oct. 23rd, received asking for information concerning asphalt purchased from E. C. Hall and barrelled at Walterville.

E. C. Hall had the Danebo-Eugene contract and on the completion thereof had some #3 road oil left over. We had our empty barrels at Walterville, which is our nearest maintenance shed to Eugene. We keep our asphalt kettle at Walterville and when we are patching on the Pacific Highway we tow the kettle and bring road oil in the trucks. We will need this road oil for patching this Winter on the sections noted on the invoice.

We could have hauled the empty barrels to Eugene or to some location between Junction City and Eugene before they were filled by Mr. Hall but we do not have a maintenance site in Eugene yet and it is better not to string barrels out along the Pacific Highway on account of appearance and possible loss.

For the above reasons it appeard advisable to take the road oil at Walterville in our barrels. Trusting this will be satisfactory.-

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

#1616

234

October 24, 1934

Maryland Casualty Company,
Rodgers Banks & Lipscomb, Agents,
Railway Exchange Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1616 for the construction of the Danebo Road-Eugene Section of the Eugene-Veneta Highway in Lane County has been completed by the contractor, E. C. Hall, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 3, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $52,199.85 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-A-1 18674 7500 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

234

Oct. 9, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

I am in receipt of your letter of October 8th, together with application of E. C. Hall and consent of his surety for an extension of time on his contract 1818 from Sept. 14th, to Sept. 20th.

The original specified date of completion was August 31st. The State Highway Commission granted an extension of time to Sept. 14th. The work of finishing up shoulders, cleaning out ditches and placing one or two private driveway approaches took the contractor longer than he expected. The travelling public was not inconvenienced by reason of this further short delay in completion of the contract nor were engineering costs materially increased for the reason that our engineering forces were employed on other projects in that vicinity.

I recommend that extension be granted to Sept. 20th, without penalty.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:[illegible]F

Form 238—5M—2-34

O ON STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 29, 1934

Section Danebo Road - Eugene

Kind of work Grading and Bituminus Macadam

Highway Veneta - Eugene

Section prefix 20 PG NRS 234

Contractor E. C. Hall

Contract number 1616

Date of contract April 5, 1934

Date of completion September 20, 1934

Date work started May 4, 1934

Estimated date of completion , 193

Amount of contract $53,675.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $52,383.05

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $4,180.00, 7.9 %

Date project was completed September 20, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Sept. 23 - Sunday

Sept. 24 - Two men build barricade on old road where the Amazon bridge was removed; also take permeability tests. Leakage found to be high. Two men in office complete final estimate.

Sept. 25. 26, 27, 28, 29 - No activity.

RECEIVED
OCT 1 - 1934
OFFICE OF
CONSTRUCTION ENGINEER

Signed E. E. Umphlette
by
Address Resident Engineer, Eugene

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

J E Waggoner

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.98	2.98		2.98	
Miles partially completed					
Miles completed	2.98	2.98		2.98	
Total estimated quantities				4,065 c.y.	
Estimated quantities moved or placed to date	18,473 c.y.	25,703.5c.y.		258.2 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

234

Copy of this letter filed on 142 ×

112.2.F

September 28, 1934

Mr. L. A. Collier, Division Engineer
Oregon State Highway Commission
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of September 17 requesting that we hold up the applications for extensions of time by E. C. Hall, J. C. Compton, and Saxton & Looney since it now appears that the contractors will need a few more days to complete their work.

The Commission has already acted on these applications therefore we cannot comply with your request. These contractors should file new applications for the additional extensions and should submit the customary letter from the surety company consenting thereto.

Very truly yours

Secretary

HBG:jn

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OMMISSION
IINEER

pt 8, 1934.

H. B. G.

I think you had these with you on the trip and they perhaps have been acted on by the Commission.

If this is true please advise and I will so inform Collier and he can have additional applications submitted.

J. McF.

John
Look them up and advise me when they are acted on. HBG

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

#1616 234

Dear Sir:

If the Commission has not acted on the applications for extension of time by E. C. Hall and J. C. Compton 1520 142 Saxton & Looney, please hold them up for revised applications as it now appears each contractor will need a few days more to complete all work.

Please advise.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

#1616
Hall [illegible] Commission on Aug, 24, 1934. Were extended To Sept, 14th.

NERS
SCOTT, CHAIRMAN, PORTLAND
RL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Sept. 17, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER #1616 ← 234

Dear Sir:

If the Commission has not acted on the applications for extension of time by E. C. Hall and J. C. Compton, 1520 142 Saxton & Looney, please hold them up for revised applications as it now appears each contractor will need a few days more to complete all work.

Please advise.

Very truly yours,

E. A. Collier
Division Enginner

cc. R. H. Baldock
EAC:AWF

#1616
Hall extension [illegible] Commission on Aug. 24, 1934. Were extended to Sept. 14th.

FORM S-A-1 15874 7500 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

NRE-234

Sept. 25, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Under separate cover we are sending you by express the final estimate and construction [illegible] for the Danebo Road-Eugene section, grading and bituminous macadam, prefix 20 FC NRS-234. Mr. Umphlette had County Commissioner Young and County Engineer Morse go over this job on Sept. 20th, and they expressed themselves as being well pleased and accepted the job as complete and finished to their satisfaction in every detail.

Please advise how the maintenance of this section is to be handled. Mr. Young told Umphlette [illegible] be maintained by the State at the expense of the County. [illegible] the State Secondary Highway System, it was my thought that it would be maintained by Lane County direct.

A number of underruns and overruns exceeding 10% occurred on this job. There was an overrun in overhaul and an underrun in truck haul. Some first class material for filler was encountered in the cut at station 75 and the material not removed from the cut for fills was made up by borrowing on other sections of the project. There was an underrun in 12" corrugated iron pipe and an overrun in 18". Additional information obtained on high water made it appear advisable to use 18" in place of 12" at certain locations and made necessary the use of additional 18" pipe. An overrun occurred in 12" concrete pipe for the reason that some pipe, which we planned to salvage was broken or too badly rusted to use. Some additional private farm approaches developed during construction. A large underrun occurred in salvaging drain tile and culvert pipe. When we started in to dig this up we found most of it was broken so we left it in the ground.

An overrun in hauling the lower course topping occurred because it proved impossible to obtain the Welch pit and material was secured from a pit farther away from our job. The material from this pit proved very satisfactory however. An underrun in hauling filler was caused by finding good filler near the center of the job at station 75. The overrun in sprinkling was caused by the exceptionally dry summer and the necessity of keeping the road in shape for traffic until the contractor could reach the job with an oiling outfit. An underrun in asphalt was caused by the omission of the tack coat. The macadam was watered and rolled and carried traffic for a considerable length of time but did not set up hard enough so that it could be broomed clean enough to take a tack shot of 95 oil in good shape. We used no binder except rock dust in the top of the macadam.

-2- H. G. Smith

Considering the size of the mineral aggregate in the first lift it was thought perfectly safe to omit the tack shot and this was done. The second seal coat was to be constructed of emulsified or cutback asphalt, the contractor to have the option. In order to secure quicker setting and a better seal it was desired to use emulsified asphalt. The emulsified asphalt costs the contractor $2.00 more than the cutback. A price agreement was entered into providing that the contractor should place emulsified and that he would be paid $30.00 per ton instead of his bid price of $28.00. It required only 26 tons of emulsified to get a seal instead of the 30 tons of cutback estimated.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:ANF

834

September 6, 1934

Maryland Casualty Company
Baltimore
Maryland

Your File 320-S. F.
State of Oregon
Ernest C. Hall

Attention of Mr. Geo. W. Dexter, Associate Manager
and Mr. J. H. Dorsey

Gentlemen:

Reply is made to your letter of September 1 regarding the bond furnished by Ernest C. Hall in connection with his Contract No. 1617 with the Oregon State Highway Commission for the construction of a bridge over Amazon Slough near Eugene on the Eugene-Veneta Secondary Highway in Lane County.

An inspection of this bond reveals that it was written by the Maryland Casualty Company, Rodgers, Banks & Lipscomb, Agents, Railway Exchange Building, Portland, Oregon. The bond is dated April 16, 1934, and our records show that an executed copy of the contract and bond was delivered to the agents of the bonding company on May 5,

We note that you desire that final payment in connection with this contract be withheld until you have had an opportunity to locate your record of the bond. We shall endeavor to comply with your request.

Very truly yours,

Secretary

HBG:AJ

cc Carl Smith, Auditor

Hanson & Rowland, Agents
Washington Building
Tacoma, Washington

Rodgers, Banks & Lipscomb, Agents
Railway Exchange Building
Portland, Oregon

MARYLAND CASUALTY COMPANY
F. HIGHLANDS BURNS, PRESIDENT
CABLE ADDRESS "MARCASCO"
PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION
HOME OFFICE. - BALTIMORE
BONDING CLAIM DIVISION
GEO. W. DEXTER,
GEO. F. CUSHWA,
ASSOCIATE MANAGERS

320-S. F.
State of Oregon
Ernest C. Hall

September 1, 1934.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have your letter of August 24 informing us that Highway Contract No. 1617, for the construction of a bridge over Amazon Slough near Eugene on the Eugene-Veneta Highway in Lane County has been completed by the above contractor, and that final settlement will be made on September 3.

We do not appear to have a record of a bond executed on behalf of this principal covering this contract, and we will appreciate if you will recheck your records to determine if the proper surety has been notified. If you find at that time the bond was executed by this Company, kindly withhold final settlement until you have given us an opportunity to locate our record of this bond.

Yours very truly,

GEO. W. DEXTER, Associate Manager,

By J. H. Dorsey

JHD:AER
cc: Messrs. Hanson & Rowland
Oregon Claim Division

CASUALTY INSURANCE AND SURETY BONDS

Per Messrs Hanson & Rowland, Agts
Railway Exchange Bldg
Portland.

---

paid the above contractor in connection with this contract will be $6,016.02 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1617

0234

August 24, 1934

Maryland Casualty Company,
Rodgers Banks & Lipscomb, Agents,
Railway Exchange Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1617 for the construction of a bridge over Amazon Slough near Eugene on the Eugene-Veneta Highway in Lane County has been completed by the contractor, E. C. Hall, and that final settlement will be made by the State with said contractor for work done under said contract on or after September 3rd, 1934.

The State is not advised of any unpaid claims for labor or material, or of theexistence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $8,016.02 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM 5-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

August 22, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

E. C. Hall has requested an extension of time on his Danebo Road-Eugene contract 1616 to September 14th, 1934. The specified date of completion is August 31st, and the contractor has attached to his request the consent of his surety company for this extension.

The contractor has completed the grading and placing of all gravel for base and shoulders and is now placing the bituminous macadam which he expects to finish on August 27th, or 28th, except second seal, which with good weather will be placed the latter part of the week of September 4th, and the shoulders will then be bladed, which will complete the job. Traffic using this road will not be materially inconvenienced by reason of the delay in placing the second seal and blading the shoulders after the specified completion date and the engineering cost will be increased only in a nominal amount because our engineers are working on other projects.

I recommend that the contractor be granted this extension of time without penalty.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

NOTED
State Highway Engineer

August 17, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of August 14th, we are enclosing herewith five copies of revised special provision sheet, page 17 of the specifications for the Danebo Road-Eugene Section, Project No. NRS 234.

In addition, a minor change was made in the fifth line of the last paragraph of special provision sheet, page 24, and as our records do not clearly indicate that revised copies have been submitted to you previously, we are, likewise, enclosing five copies of that page.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your Contract No. 1616 covering work on Oregon USPW project NRS 234.

We have no record of having received copies of Sheet 17 of the special provisions as revised. Will you please send these as soon as possible, as we cannot forward the contract for approval until after we receive copies of the special provisions as actually incorporated in the contract.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE NO. Oregon NRS 234

Aug. 8, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
[illegible] 1934
OREGON
[illegible] COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Hy pr 21391

Form P. R. 2

State Oregon

U. S. Public Works

Project No. NRS 234.

RECEIVED

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1934

by and between **the Oregon State Highway Commission**

, constituting

for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; **particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:**

Whereas the Highway Department of said State submitted on the **28th** day of **February**, 19**34**, a project statement, which was approved by the Secretary on the **27th** day of **March**, 19**34**, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ said project which were recommended for approval by the United States District Engineer on the **21st** day of **March**, 19**34**; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of **sixty-seven thousand, nine hundred eighty-five and 50/100** dollars (**$67,985.50**) as the share of the United States payable under said act on account of ~~Section~~ said project, which ~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station -0+30, a point on 11th Avenue West at the east line of Chambers Street, near the west City limits of Eugene, and survey station 158+30, a point near the center of Sec. 33, T. 17 S., R. 4 W., W.M., length 3.003 miles, in Lane County, being ~~Section of~~ Oregon U. S. Public Works project No. NRS 234, consisting of 2.976 miles of roadway and 3 bridges, each of more than 20 feet clear span, 0.027 of a mile in length., known locally as the Danebo Road-Eugene section of the Eugene-Veneta Highway, in Lane County.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b)The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section ---- of~~ said project shall not in any event exceed the sum of **sixty-seven thousand, nine hundred eighty-five and 50/100** dollars ($**67,985.50**), certified to the Secretary of the Treasury as above mentioned, which ~~does~~ **is** ~~not exceed the authorized Federal pro rata share of~~

~~dollars ($~~), the approved total estimated cost of ~~Section ---- of~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer**

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible] the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

STRICKEN OUT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Maintenance of the project will be by**
(Include reference to statute authorizing
Lane County and the City of Eugene, pursuant to their Agreements of March 21,
funds and probable amount annually available)
1934, and April 10, 1934, respectively, with the Highway Department.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 25 day of July, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
[illegible]

By
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. NRS 834, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $67,985.50 as the total estimated cost of said project, and the sum of $67,985.50 as the share of the United States, payable under said acts on account of such project, which is the ~~[illegible]~~ total estimated cost.

Done at the city of Washington, this 25 day of July one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

no 234

August 7, 1934

Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington

Attention: Mr. L. Davisson

Gentlemen:

Reply is made to your letter of August 6 regarding State Highway Contract No. 1617 which was awarded to E. C. Hall for construction of four bridges over Amazon Slough in Lane County.

This contract has not yet been completed. The total amount paid to the contractor on this job is $2824.04. A voucher in the sum of $4,030.64 is going through for payment and will probably be paid to the contractor in the next few days. To date there have been no claims filed against this project.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

FORM 5-A-1 10743 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Aug. 3, 1934.

IN REPLY PLEASE REFER TO FILE No.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: [illegible]

Dear Sir:

Attached hereto is a letter just received from contractor Hall asking for an extension of his contract #1616 west of Eugene. The completion date specified is August 31st. His work is finished except the construction of the bituminous macadam. He wants to have J. C. Compton's outfit do this for him.

Compton will not finish the Red Bridge-Scottsburg section before August 15th. He is willing to undertake the Eugene job for Hall provided he is allowed additional time. I realize it will be necessary to have the consent of Hall's surety before formal extension can be made but I think we might tell Hall at this time what our recommendation to the Commission would be with respect to this extension.

I recommend that an extension be granted to September 14th, only. This is plenty late enough in the average year to be placing oil.

It is my opinion that this grade will be in better shape to oil two weeks from now than it is at present.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

NO
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

July 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 5 pertaining to the Certificate of Compliance in connection with Oregon U.S.Public Works project No. NRS 234. In view of the fact that the contract was awarded prior to receipt of the Memorandum of April 7, the Certificate attached to the proposal will be acceptable. This applies to other projects where the same conditions prevail.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

July 5, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Eugene-Danebo Road Section, Project No. NRS 234.

Reference is made to the comments made in your letter of June 20th, regarding the Certificate of Compliance attached to the bid proposal for this project not being in accord with the Memorandum of April 7th. Please be advised that the bids for the work were received on April 5th, which date was prior to our receiving the April 7th Memorandum, and it does not appear possible to change the certificate at this time as the bids were accepted and the contract awarded based on the certificate attached to the bid proposal.

We do not include an additional certificate in the contract, as the contractor's signing the one attached to his bid proposal, as a prerequisite to the acceptance of his bid, has been considered sufficient.

These same conditions exist in connection with the bids received on Projects Nos. NRH 168-A, NRH 168-C, NRH 168-B and NRM 168-B, for which projects your letters transmitting the project agreement papers contained a request that the Compliance Certificate, likewise, be changed to conform with the April 7th Memorandum.

As requested in your June 20th letter, we are enclosing three copies of the "Notice to Contractors" for the April 20th letting.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

FORM 5-S-1 15063 500 5-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

234

June 30, 1934.

Mr. E. O. Smith,
Construction Engineer
Office.

Dear Sir:

I am attaching hereto a letter from Cecil Gall, resident engineer on the Arens contract for grading the Mill City-Gates section. This in answer to Mr. Baldock's recent circular letter to resident engineers regarding labor violations. I will personally see George Arens and discuss this matter with him.

If there is any definite action that you think we should take, will you please advise.

Yours very truly,

WM. E. CHANDLER
Division Engineer.

WEC:ZR

cc Mr. R. H. Baldock
Mr. F. D. Eason

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

COPY

Mill City, Oregon,
June 27th, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Wm. E. Chandler, Div. Eng'r.,
State Highway Department,
Salem, Oregon.

Dear Sir:

On the evening of June the 8th, R. L. Houck, Superintendent; M. W. Houck, Foreman and A. Crimmons, Shovel Foreman, worked as laborers installing a 12"-27' concrete pipe for road approach at station 30+00. They had the help of one man as laborer. There were no difficulties relative to the pipe installation calling for such specialized help or any real necessity that it be placed at that particular time.

On June 14th, Parker, Cat Foreman, was employed in the shops as a mechanic or helper repairing one of the 75 Diesel Cats. This man is listed as a foreman and has not been cleared to work on this job as a mechanic.

Also M. W. Houck and A. Crimmons, both foremen, have been, and are now supervising 2 - 5 hour shifts being on the job 10 and often more hours per day.

Mr. Caulfield, Field Supervisor of Oregon for the National Employment Service was on the job June 15th and informed of the above discrepancies. Mr. Caulfield had a talk with Houck relative to them and informed me on his departure that Houck had promised to do better in the future.

On Sunday, June 24th when moving the Gas Shovel from station 55+00 to the shops, it was stopped at station 33+00 and worked on excavation there for possibly 2 hours. During this time R. L. Houck operated the 30 gas cat leveling the grade; Crimmons, Shovel Foreman operated a truck part of this time hauling from the shovel.

On June 26th, J. Cartwright, Cat Foreman, was employed as a mechanic repairing the 35 Diesel Cat. This man has not been cleared to work on this project except as a foreman.

M. W. Houck, foreman, takes the place of a laborer, acting as tampman during the backfill of nearly all culvert installation of which he has charge.

These discrepancies are listed more as a matter of record as my bringing them to Mr. Houck's attention has had little or no affect.

Very truly yours,

(Sgd) C. C. Gall
Resident Engineer.

P.S.
Relative to the work on June 24th there was no excuse for Houck or Crimmons operating equipment, as operators could have been obtained on a few minutes notice. C.G.

FORM S-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 30, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Inclosed herewith you will find approved sub-contract between E. C. Hall and the Eugene Sand and Gravel Company to cover the furnishing and hauling of gravel base under contract #1616. This copy is for your files.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRS-234

June 20, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are sending you herewith one copy of the agreement estimate, which was used as a basis of the project agreement, and one copy each of the roadway and bridge specifications for Oregon USPW project NRS-234, Danebo-Eugene Section of the Eugene-Veneta Highway.

Your attention is called to the fact that the Certificate of Compliance attached to the proposal is not in accordance with the Memorandum of April 7th. The certificate signed by the contractor should be as described in the April 7th Memorandum.

Will you please send us three copies of the "Notice to Contractors" for the April 5th letting?

We are forwarding herewith also two copies of the project agreement for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Oregon NRS-234

June 20, 1934

RECEIVED
J[illegible] 1934
[illegible] STATE HIGHWAY COM[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are sending you herewith one copy of the agreement estimate, which was used as a basis of the project agreement, and one copy each of the roadway and bridge specifications for Oregon USPW project NRS-234, Danebo-Eugene Section of the Eugene-Veneta Highway.

Your attention is called to the fact that the Certificate of Compliance attached to the proposal is not in accordance with the Memorandum of April 7th. The certificate signed by the contractor should be as described in the April 7th Memorandum.

Will you please send us three copies of the "Notice to Contractors" for the April 5th letting?

We are forwarding herewith also two copies of the project agreement for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By ______________
L. J. Caufield
Highway Engineer

Encls.

[illegible]

June 7, 1934

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of June 6th, in which comment is made concerning the set-up of NRS funds on Project No. NRS 234-A.

We are today submitting the agreement estimates for Projects Nos. NRS 47-A and NRS 47-B, and the revised set-up for those projects will permit the execution of the agreement for Project NRS 234-A in the amount requested by the agreement estimate.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engr.

JWN:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As advised in our letter of April 19, the project agreement estimate for Oregon U.S.Public Works project NRS 234 is being held in this office because you have requested $40,985.50 more than was requested in the preliminary estimate and sufficient NRS funds were not available. Taking into account the State Funds shown for NRS 47-A and B, and NRS 206-B, there is only $29,128.08 of NRS Funds available for this project.

If it is satisfactory to you, the agreement can be drawn showing $11,857.42 as coming from State Funds. Savings of NRS Funds from other projects may be substituted for State Funds by modification of the agreement, if or when they become available.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Iron

[illegible]234

May 12, 1934

E. C. Hall, Contractor
First National Bank Bldg.,
Eugene, Oregon

Dear Sir:

Reference is made to your letter of May 10 stating that you have not received State Highway Contracts No. 1616 and 1617.

Our records show that copy of Contract No. 1617 was sent to you by express on May 5 and, therefore, should be in your hands by this time. Your copy of contract No. 1616 was sent to you by express yesterday, May 11. You should have received it this morning. If you do not receive these contracts, please let us know and we will institute search to ascertain what has become of them.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

E. C. HALL
CONTRACTOR
First National Bank Building
EUGENE, OREGON

May 10, 1934

Oregon State Highway Commission
Salem, Oregon

Mr. H. B. Glaisyer:

Up to date we have not received our State Highway Contracts No. 1616 and 1617. Please advise.

Very truly yours

E. C. HALL
Harry Thomas

May 5, 1934

Mr. E. C. Hall
First National Bank Bldg.
Eugene, Oregon

Dear Sir:

We are sending you by express for your records and files an executed copy of the contract that was recently awarded to you by the State Highway Commission for the construction of bridges over Amazon Slough on the Eugene-Veneta Highway in Lane County.

Very truly yours,

Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 19, 1934.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of the project agreement estimate for Oregon U. S. Public Works project No. NRS-234, requesting an additional $40,985.50. As there are not sufficient NRS funds available for this purpose, it will be necessary to delay the preparation of the project agreement.

Your letter of April 5th indicated that additional NRS funds would be available by showing State funds on NRS 47-A & B and NRS 206-B. It is therefore requested that the agreement estimates for these projects be submitted as soon as possible.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

Agr Est. Proj [illegible]
[illegible]

Projs 47A & 47-B [illegible]
on Apr [illegible]

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Danebo Road-Eugene Section, Project No. NRS 234.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 274

DANEBO ROAD-EUGENE SECTION OF

THE EUGENE-VENETA HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1934.

All Required		Clearing and Grubbing		$ 750.00
19,000	cu. yds.	Excavation, Single Classification	$0.32	6,080.00
5,100	yd. sta.	Overhaul	0.03	153.00
5,000	yd. mi.	Truck Haul	0.20	1,000.00
170	lin. ft.	12" Corrugated Iron Pipe	1.30	221.00
200	" "	18" " " "	2.00	400.00
50	" "	24" " " "	3.00	150.00
370	" "	12" Concrete Pipe	1.30	481.00
80	" "	24" " "	3.50	280.00
450	" "	Salvaging Drain Pipe	0.25	112.50
210	" "	" Culvert Pipe	0.25	52.50
10,200	cu. yds.	Lower Course Roadbed Topping	0.40	4,080.00
10,000	" "	Top " " "	0.90	9,000.00
16,000	yd. mi.	Hauling Lower Course Topping	0.15	2,400.00
5,300	cu. yds.	Crushed Gravel Surfacing and Shoulders	1.50	7,950.00
1,500	" "	Filler	0.30	450.00
3,000	yd. mi.	Hauling Filler	0.20	600.00
700	M-Gals.	Sprinkling	1.50	1,050.00
4,200	cu. yds.	Mineral Aggregate in Place	2.50	10,500.00
285	tons	Asphalt in Place	25.00	7,125.00
30	"	Emulsified or Cut-back Asphalt in Seal Coat	28.00	840.00
				$53,675.00

Bridge on Connecting Road (Opposite Sta. 117)

170	lin. ft.	Cedar Trestle Piling	$0.80	$ 136.00
4.5	M-FBM	Lumber	60.00	270.00
All Required		Salvaging, Moving and Erecting Old Lumber		200.00
				$ 606.00

Sub-total	$54,281.00
10% Engr. & Cont.	5,428.10
Total, Roadway	$59,709.10

STRUCTURES OVER 20 FEET

Bridge No. 2050 (Sta. 107)

620	lin. ft.	Treated Trestle Piling	$0.90	$ 558.00
43	cu. yds.	Class "D" Concrete	18.00	774.00
13,000	lbs.	Metal Reinforcement	0.05	650.00
15	M-FBM	Treated Lumber	96.00	1,440.00
161	lin. ft.	Composite Handrail	2.00	322.00
				$3,744.00

Bridge No. 2051 (Sta. 116)

450	lin. ft.	Treated Trestle Piling	$0.90	$ 405.00
27	cu. yds.	Class "A" Concrete	18.00	486.00
4,500	lbs.	Metal Reinforcement	0.05	225.00
4.5	M-FBM	Treated Lumber	96.00	432.00
70	lin. ft.	Composite Handrail	2.00	140.00
All Required		Removal of Old Bridge		100.00
				$1,788.00

Bridge No. 2052 (Sta. 147)

55	cu. yds.	Excavation	$1.00	$ 55.00
310	lin. ft.	Treated Trestle Piling	0.90	279.00
23	cu. yds.	Class "D" Concrete	18.00	414.00
5,000	lbs.	Metal Reinforcement	0.05	250.00
6.5	M-FBM	Treated Lumber	96.00	624.00
85	lin. ft.	Composite Handrail	2.00	170.00
All Required		Remove Old Bridge and Maint. Traffic		200.00
				$1,992.00

Sub-total, Bridges	$7,524.00
10% Engr. & Cont.	752.40
Total, Bridges	$8,276.40

Length of Roadwork	2.976 miles
" " 3 Bridges	.027 mile
Total Length	3.003 miles
Cost per mile	$20,063.54

National Recovery Secondary Funds Requested:	Roadway	$59,709.10
	3 Bridges	8,276.40
		$67,985.50

Funds for maintenance: See resolution of Lane County - March 22, 1934.

Nrs 234

April 9, 1934

Mr. E. C. Hall
First National Bank Bldg.
Eugene, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on April 5, 1934, for the construction of four bridges over Amazon Slough on the Eugene-Veneta Highway near Eugene in Lane County, and has awarded to you the contract for such work at your bid price of $8,130.00.

Please consider this letter as your authority and our request to commence immediate construction of these bridges.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Bridge Dept.

No 234

April 9, 1936

Mr. E. C. Hall,
First National Bank Bldg.,
Eugene, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on April 5 for the construction of the Danebo Road-Eugene Section of the Eugene-Veneta Highway in Lane County, and has awarded to you the contract for such work at your bid price of $53,675.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

454

April 6, 1934

Mr. E. C. Hall
First National Bank Building
Eugene, Oregon

Dear Sir:

For use in connection with the Danebo Road-Eugene grade widening, surfacing and bituminous macadam project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 1010 Willamette Street, Eugene, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment offices at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc E. A. Collier
E. E. Umphlette

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 5, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRS 234, grade widening and surfacing on the Danebo Road-Eugene section of the Eugene-Veneta Highway, to E. C. Hall, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

April 5, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRS 234, bridges on the Eugene-Veneta Highway near Eugene, to E. C. Hall, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 31, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Acting Chief of Bureau on March 27, 1934, approved the project statement for Oregon U. S. Public Works Secondary Highway Project for NRS-234, involving the improvement of three miles of road known locally as the Danebo Road-Eugene Section of the Eugene-Veneta Highway in Lane County.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer.

D✓

FORM 2-6-1 12286 1M 11-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

34

March 26, 1934

Mr. R. H. Baldock
State Highway Engr.
Salem, Oregon

ATTENTION S. H. PROBERT

Dear Sir:

DANEBO-EUGENE SECTION

In the last paragraph on page 24 of the Special Provisions for this Section the word roller seems to be out of place or at least the meaning is confused. The use of roller with metal wheels is of course essential in the construction of every bituminous macadam wearing surface.

Confirming our conversation by phone I suggest change in matter of acquiring gravel pit so that State acquires title and contracter will be permitted to take out gravel at cost of $200. per acre for area disturbed.

Very truly yours

E A Collier

E. A. Collier
Division Engineer

EAC:AF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 21, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRS 234, the Danebo Road-Eugene section of the Eugene-Veneta Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Inasmuch as this project is not on the State primary or secondary systems, it is our understanding that the maintenance will be handled by Lane County. If this is the case, the proper resolutions by the County Court should be obtained and submitted to this office.

As covered in conversation between Mr. Nash and Mr. Davis, it is our understanding that State funds may legally be spent on this project, and therefore the estimate which shows State funds, has been forwarded with the other P.S.& E. papers.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Iron

March 21, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of sheets 2 and 3 of the plans estimate for the Danebo Road-Eugene Section, Project No. NRS 234, which sheets have been corrected to conform with the bridge quantities given in the revised bid proposals. Five copies of the bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

STRUCTURES

Bridge No. 2050 (Sta. 107)

620	lin. ft.	Treated Trestle Piling	.90	$1.00	$ 620.00
43	cu. yds.	Class "D" Concrete	18.00	22.00	946.00
13,000	lbs.	Metal Reinforcement	.05	0.055	715.00
15	M-FBM	Treated Lumber	96.00	100.00	1,500.00
161	lin. ft.	Composite Handrail	2.00	3.50	563.50
					$ 4,344.50

Bridge No. 2051. (Sta. 116)

450	lin. ft.	Treated Trestle Piling	0.90	$1.00	$ 450.00
27	cu. yds.	Class "D" Concrete	18.00	22.00	594.00
4,500	lbs.	Metal Reinforcement	.05	0.055	247.50
4.5	M-FBM	Treated Lumber	96.00	100.00	450.00
70	lin. ft.	Composite Handrail	2.00	3.50	245.00
All Required		Removal of Old Bridge	100.00		100.00
					$ 2,086.50

Bridge No. 2052 (Sta. 147)

55	cu. yds.	Excavation	1.00	$2.00	$ 110.00
310	lin. ft.	Treated Trestle Piling	.90	1.00	310.00
23	cu. yds.	Class "D" Concrete	18.00	22.00	506.00
5,000	lbs.	Metal Reinforcement	.05	0.055	275.00
6.5	M-FBM	Treated Lumber	96.00	100.00	650.00
85	lin. ft.	Composite Handrail	2.00	3.50	297.50
All Required		Remove old bridge & Maint. Traffic	200.00		350.00
					$2,498.50

Sub-total, Bridges	$8,929.50
10% Engr. & Cont.	892.95
Total, Bridges	$9,822.45

Length of Roadwork	2.976 miles
" " 3 Bridges	.027 "
Total Length	3.003 "
Cost per mile	$21,507.07

Item	Total Cost	ERA Funds	State Funds
Roadwork	$ 64,005.15	$ 23,400.00	$40,605.15
3 Bridges	9,822.45	3,600.00	6,222.45
	$ 73,827.60	$ 27,000.00	$46,827.60

March 19, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimates to accompany plans for the Danebo Road-Eugene Section, Project No. NRS 234.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 234

DANEBO ROAD-EUGENE SECTION OF
THE EUGENE-VENETA HIGHWAY IN LANE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 19, 1934.

All Required		Clearing & Grubbing		$ 200.00
19,000	cu. yds.	Excavation, Single Classification	$0.30	5,700.00
5,100	yd. stas.	Overhaul	0.04	204.00
5,000	yd. mi.	Truck Haul	0.15	750.00
170	lin. ft.	12" Corrugated Iron Pipe	1.50	255.00
200	" "	18" " " "	2.50	500.00
50	" "	24" " " "	3.50	175.00
370	" "	12" Concrete Pipe	1.50	555.00
80	" "	24" " "	3.50	280.00
450	" "	Salvaging Drain Pipe	0.30	135.00
210	" "	" Culvert Pipe	1.00	210.00
10,200	cu. yds.	Lower Course Roadbed Topping	0.30	3,060.00
10,000	" "	Top " " "	1.00	10,000.00
16,000	yd. mi.	Hauling Lower Course Topping	0.15	2,400.00
5,300	cu. yds.	Crushed Gravel Surfacing & Shoulders	1.75	9,275.00
1,500	" "	Filler [illegible]	0.50	750.00
3,000	yd. mi.	Hauling Filler	0.20	600.00
700	M-Gal.	Sprinkling [illegible]	1.50	1,050.00
4,200	cu. yds.	Mineral Aggregate in Place	3.00	12,600.00
285	tons	Asphalt in Place	28.00	7,980.00
30	"	Emulsified or Cut-back Asphalt in Seal Coat	30.00	900.00
				$57,579.00

Lumber

Bridge on Connecting Road, Opposite Sta. 117

170	lin. ft.	Cedar Trestle Piling .80	$0.75	$ 127.50
4.5	M-FBM	Lumber 60.0	40.00	180.00
All Required		Salvaging, Moving & Erecting Old Lumber		300.00
				$ 607.50

Sub-total, Roadway	$58,186.50
10% Engr. & Cont.	5,818.65
Total, Roadway	$64,005.15

STRUCTURES

Bridge No. 2050 (Sta. 107)

620	~~420~~	lin. ft.	Treated Trestle Piling	$1.00	$ ~~420.00~~	620.00 ✓
43	~~27~~	cu. yds.	Class "D" Concrete	22.00	~~594.00~~	946.00 ✓
13000	~~5,700~~	lbs.	Metal Reinforcement	0.055	~~313.50~~	715.00 ✓
15	9.5	M-FBM	Treated Lumber	100.00	~~950.00~~	1500.00 ✓
161	124	lin. ft.	Composite Handrail	3.50	~~434.00~~	563.50 ✓
					~~$2,711.50~~	4344.50 ✓

Bridge No. 2051. (Sta. 116)

450	~~260~~	lin. ft.	Treated Trestle Piling	$1.00	$ ~~260.00~~	450.00 ✓
	27	cu. yds.	Class "D" Concrete	22.00	~~594.00~~	594.00 ✓
	4,500	lbs.	Metal Reinforcement	0.055	~~247.50~~	247.50 ✓
45	~~3.5~~	M-FBM	Treated Lumber	100.00	~~350.00~~	450.00 ✓
	70	lin. ft.	Composite Handrail	3.50	~~245.00~~	245.00 ✓
All Required			Removal of Old Bridge		~~100.00~~	100.00 ✓
					~~$1,796.50~~	2086.50 ✓

Bridge No. 2052. (Sta. 147)

	55	cy	Excavation	2.00	~~110.00~~	110.00 ✓
310	~~320~~'	lin. ft.	Treated Trestle Piling	$1.00	$ ~~320.00~~	310.00 ✓
23	~~18~~	cu. yds.	Class "D" Concrete	22.00	~~396.00~~	506.00 ✓
5000	~~3,700~~	lbs.	Metal Reinforcement	0.055	~~203.50~~	275.00 ✓
	6.5	M-FBM	Treated Lumber	100.00	~~650.00~~	650.00 ✓
85	~~86~~	lin. ft.	Composite Handrail	3.50	~~301.00~~	297.50 ✓
All Required			Remove old bridge & Maint. Traffic		~~350.00~~	350.00 ✓
					~~$2,220.50~~	2498.50 ✓

Sub-total, Brs.	~~$6,728.50~~	8929.50 ✓
10% Engr. & Cont.	~~672.85~~	892.95
Total, Brs.	~~$7,401.35~~	9822.45 ✓

Length of Roadwork	2.976 miles
" " 3 Bridges	.027 "
Total Length	3.003 "
Cost per mile	$21,507.07

Item	Total Cost	[illegible] Funds	State Funds
Roadwork	$64,005.15	~~$24,000.00~~ 23400.00	~~$40,005.15~~ 40605.15
3 Bridges	9822.45 ~~7,401.35~~	~~3,000.00~~ 3600.00	~~4,401.35~~ 6222.45
	~~$71,406.50~~ 73,827.60	$27,000.00	~~$44,406.50~~ 46,827.60

FORM S-A-1 11934 10M 10-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

112-2a

OREGON STATE HIGHWAY COMMISSION

SALEM

March 16, 1934.

234

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In reply to your letter of March 15th, re right of way descriptions for the Danebo-Eugene Section, wish to advise that we have checked over this data and find that you are correct in each instance. We have corrected our copies of descriptions to conform thereto.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Hackett
H.

CC to
R.H.Baldock ✓

March 1st, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Danebo Road-Eugene Section of the Eugene-Swisshome Highway, to which has been assigned number NRS 334.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

STATE Oregon

PROJECT NO. NRS 334
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL INDUSTRIAL RECOVERY ACT
~~FEDERAL AID ROAD ACT~~
~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto~~
Approved June 16, 1933

(Date) February 28, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An ~~Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ to encourage national industrial recovery, to foster fair competition, and to provide for the construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Danebo Road-Eugene Section, Eugene-[illegible] Highway
2. Betw~~een control points of official description~~: a point near center of Sec. 33, T. 17 S. R. 4 W. and a point near the W. city limit of Eugene in N. 1/4 of Sec. 36, T. 17 S. R. 4 W.
3. Between intermediate control points if used: .... and ....

County of Lane

4. Length in miles (gross) 3.0 (net) 3.0
5. Preliminary estimate of cost: Total, $60,000; section of road to be first improved, $60,000, of which $ - is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: .... (Amount.)
Current income sufficient to insure compl; Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1932
(Source; refer to statute.)

(b) County ....
(Amount.) (Source; refer to statute.)

8—3073

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Chap. 41, Laws 1917; Chap. 243, Laws 1931 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

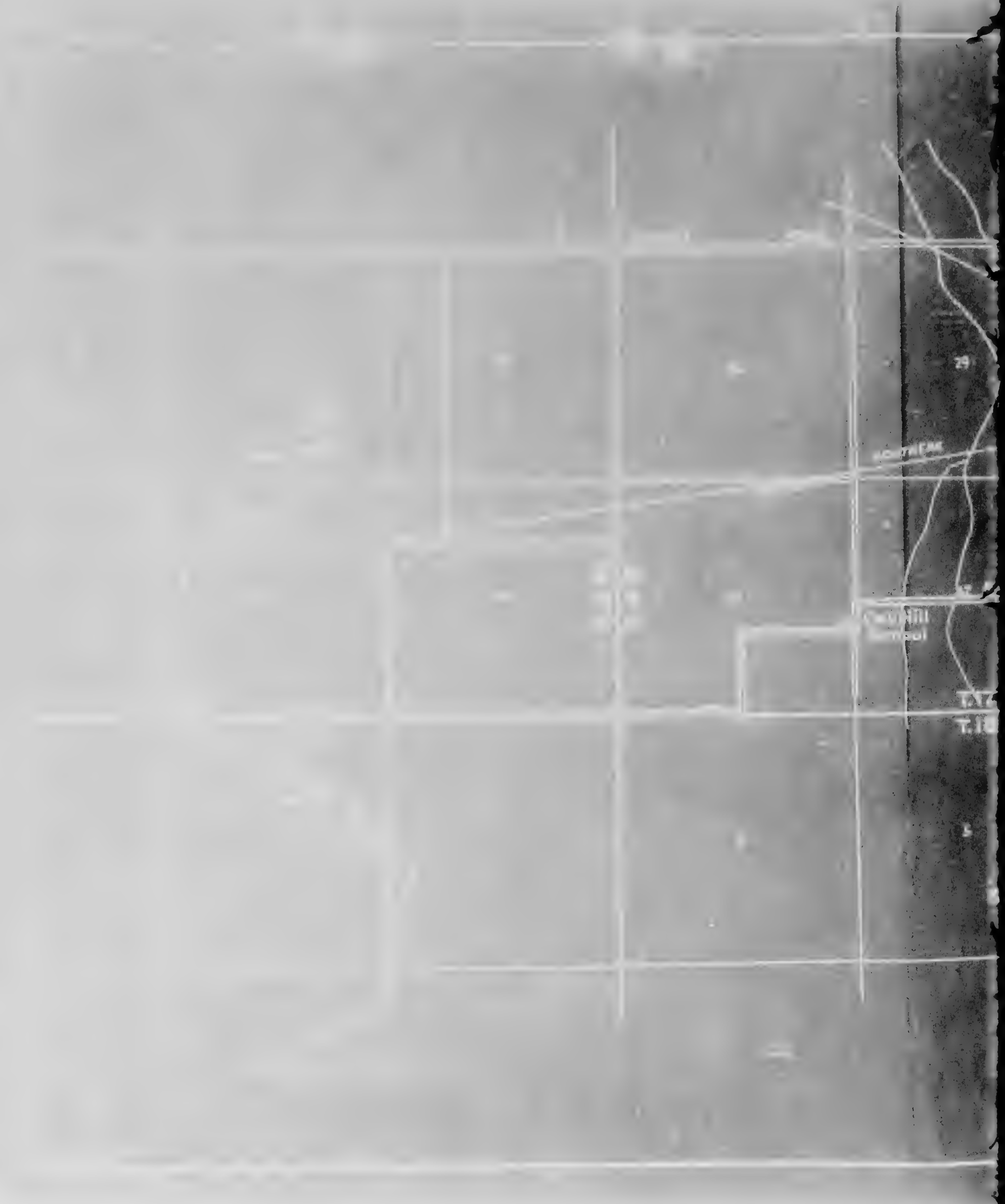
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5073


29
NORTHERN
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Oak Hill
School
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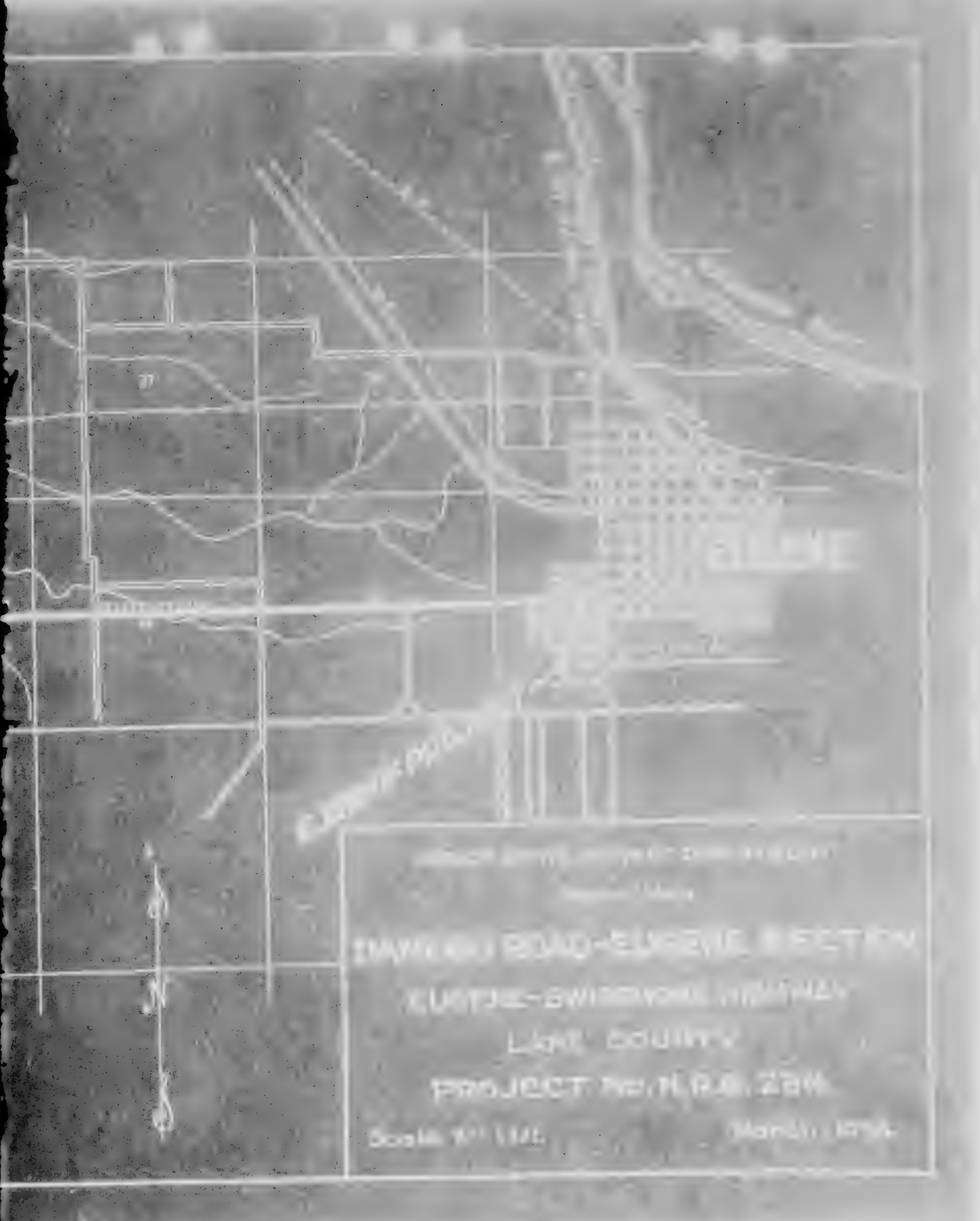
T.18 S.


EUGENE
Vicinity Map
DAWSON ROAD-EUGENE SECTION
EUGENE-SWISSHOME HIGHWAY
LANE COUNTY
PROJECT No. N.R.H. 284
Scale 1" = 1 Mi.
March 1936
N

CONTRACT# 1746,

WPA Alsea Bridge (2nd Folder) #1640
#1746

Form E-30—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1940

Subject: Alsea Bay Bridge,
Contract No. 1620

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

Herewith approved plans, specifications, and executed contract on the above-named job. This set of documents should be retained intact in your file as it represents the official approved copy and will be referred to as such by the Public Works Administration.

Very truly yours,

G. S. Paxson
Bridge Engineer

By

W. A. Reeves
Office Engineer

CAG CM
Attached

#1620

RECEIVED
JUL 23 1937
FOR FILING

July 20, 1937

Chapman Lumber Company,
801-806 Board of Trade Bldg.,
Portland, Oregon

Attention: Mr. R. E. Chapman, Pres.

Gentlemen:

This acknowledges receipt of your letter of July 17 transmitting affidavits of V. R. Sanders and E. R. Ogg that their claims against Lindstrom & Feigenson, Parker and Banfield and T. H. Banfield, contractors for the construction of the Coast Highway bridge across Alsea Bay at Waldport, have been settled in full.

I wish to thank you for this information.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBC:MC

cc - Bridge Department
J. E. Donaldson
Surety Companies

CHAPMAN LUMBER COMPANY

RAIL AND CARGO

INCORPORATED 1901
PACIFIC COAST LUMBER PRODUCTS
OF ANY DESCRIPTION
801-806 BOARD OF TRADE BLDG.
PORTLAND, OREGON

July 17, 1937

RECEIVED
JUL [illegible] 1937
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

With reference to claims that were filed by V. R. Sanders and by E. R. Ogg, in the office of the State Highway Commission, by James E. Burdett, Attorney at Law, of McMinnville, said claims being against Lindstrom & Feigenson, Parker and Banfield and T. H. Banfield, Contractors for the construction of the Coast Highway Bridge , across Alsea Bay, at Waldport, Oregon.

We have settled same and we attach herewith the original settlement, signed by Ogg and also by Sanders, for your records.

Kindly acknowledge to complete our records, and oblige.

Yours very truly,

CHAPMAN LUMBER COMPANY

By R. E. CHAPMAN
Pres.

REC:J

cc-T. H. Banfield
L.& F.-P. & B.

ACKNOWLEDGED
H B GLAISYER

KNOW ALL MEN BY THESE PRESENTS, That I, V. R. Sanders, for and in consideration of the sum of Eighty-five and no/100 Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, do hereby release any lien or claim for the hauling of lumber from Monroe, Oregon, to Waldport, Oregon, which lumber was hauled between the dates of July 13, 1934, and August 16, 1934, the total amount of said claim being $265.32, less $100.44 paid thereon, making a balance due of $164.88, which was filed against the bond of Lindstrom & Feigenson, Parker and Banfield and T. H. Banfield, as principas, and Great American Indemnity Company, Hartford Accident and Indemnity Company, Fidelity and Deposit Company of Maryland, Massachusetts Bonding and Insurance Company, Fidelity and Casualty Company of New York, Columbia Casualty Company, and General Construction Company, as sureties for the work of hauling said lumber and materials, which lumber was used in the construction of the bridge near Waldport, Oregon, which claim washeretofore filed with the State Highway Commission in October, 1934, the same being the only lien or claim that I have filed against said parties for said hauling of said lumber and materials and I hereby declare that the same is paid and satisfied in full and should be cancelled of record.

Witnessed by
George A. Hellberg

V. R. Sanders

[illegible]

Roseburg, Oregon,
July 10th, 1937.

STATE OF OREGON)
County of ~~Yamhill~~ Douglas) ss,

I, V. R. Sanders, being first duly sworn, depose and say that I am the same identical person as the claimant in said claim, and that I have read the foregoing relase of claim and knownthe contents thereof and believe the same to be true, and I hereby acknowledge complete payment of said claim.

G. W. Helbig
Notary Public for Oregon
My Commission Expires:
August 13th, 1938.

[illegible] Camp. 7/21/37

July _____, 1937

Received of Chapman Lumber Company, the sum of Eight-five and no/100- - - - - - - - - - - - -DOLLARS the same being in full for all claims and demands of any name, nature or kind that I have for hauling of lumber from Monroe, Oregon, to Waldport Bridge near Waldport, Oregon, construction of the State Highway Commission, and in full for all claims or demands to date hereof.

V. R. Sanders

[illegible] 7/21/37

KNOW ALL MEN BY THESE PRESENTS, That I, E. R. Ogg, for and in consideration of the sum of Three Hundred Fifteen and no/100 Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, do hereby release any lien or claim for the hauling of lumber from Monroe, Oregon, to Newport, Oregon, which lumber was hauled on August 28, 1934, for 8064 feet at $3.00, which lien was filed in the sum of $24.18, which was filed against the bond of Gilpin Construction Company, and General Construction Company as principals, and United States Fidelity and Guaranty Company, Hartford Accident & Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposity Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, and New Amsterdam Casualty Company, as sureties, for the work of hauling lumber from Monroe, Oregon, to Newport, Oregon.

Also that certain lien or claim filed by me with the State Highway Commission for hauling lumberfrom Monroe, Oregon, to Waldport, Oregon, which lumber was hauled between July 25, 1934, and August 22, 1934, the total amount of said claim being $435,80, and was filed against the bond of Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity and Deposity Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, as sureties, for the work of hauling lumber and materials, which was used in the construction of the bridges near Waldport and Newport, Oregon, both of said claim were heretofore filed with the State Highway Commission in October, 1934, the same being the only liens or claims that I have filed against either of said parties for said hauling of said lumber and materials and I hereby declare that the same is paid and satisfied in full and should be cancelled of record.

E. R. Ogg

STATE OF OREGON)
County of Yamhill) ss.

I, E. R. Ogg, being first duly sworn, depose and say that I am the same identical person as the claimant in said claims, and that I have read the foregoing release of claim and know the contents thereof and believe the same to be true, and I hereby acknowledge complete payment of said claims and each of them.

J. G. Be[illegible]
Notary Public for Oregon
My Commission Expires:
November 3, 1939

Copy to [illegible]
7/2/37

July 7, 1937

Received of the Chapman Lumber Company, the sum of Three Hundred Fifteen and no/100 - - - - -DOLLARS, the same being in full for all claims and demands of any name, nature or kind, that I have for hauling of lumber from Monroe, Oregon to the Waldport Bridge or the bridge at Newport, Oregon, construction of the State Highway Commission, and in full for all claims or demands to date hereof.

E. R. Ogg

Copies to sureties 7/21/37

RECEIVED
MAY 8 1937
FOR FILING
Alsea Bay Br.

May 7, 1937

Wilbur, Beckett, Howell & Oppenheimer,
Attorneys at Law,
Board of Trade Building,
Portland, Oregon.

Attention: Mr. Ray Mise.

Gentlemen:

Reference is made to your letter of May 6th concerning the contract of Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield for the construction of a bridge over Alsea Bay in Lincoln County.

You are advised that this contract was completed June 15, 1936, and was accepted by the Highway Commission June 27, 1936.

The claim of E. R. Ogg in amount of $435.80, for hauling, was filed through the Secretary of State on October 4, 1934. The claim of V. R. Sanders in amount of $164.88, for hauling, was filed through the Secretary of State on January 2, 1935.

In addition to the above there have been numerous claims for labor filed against this contract. Copies of which have been furnished the contractors and their surety companies.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible] 1937
STATE HIGHWAY COMMISSION

May 6, 1937.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

Re: V.R. Sanders v. Lindstrom & Feigenson,
Parker & Banfield and
T.H. Banfield
E.R. Ogg v. same defendants above

We would be pleased to have you forward to us the date of the acceptance of the work which was completed in the construction of the Coast Highway bridge across Alsea Bay at Waldport, Oregon. As you know through our previous correspondence, claims have been filed by Sanders and Ogg against the above named contractors and on checking the Oregon Code we are desirous of finding out①when this work was accepted and②when the claims were filed.

We base our inquiry on the following section of the Oregon Code 1930:

> "67-1101 * * Provided that such person or persons or corporation shall not have any right of action on such bond hereafter given for any sum whatever unless prior to the expiration of one year immediately following the completion of the contract with an acceptance of the work by the affirmative action of the State of Oregon or any municipality, county or school district within said state, such person or persons or corporation claiming to have supplied labor or materials for the prosecution of the work provided for in such contracts or claiming moneys due the State Industrial Accident Fund in the prosecution of said contracts, shall present to and file with the Secretary of State of the State of Oregon or clerk or auditor of any municipality, county or school district a

REFERRED TO
Jmm
BY SECRETARY

Please prepare
answer
HBS

notice in writing substantially as follows: * * *"

We will thank you for this information.

Very truly yours,

WILBUR,BECKETT,HOWELL & OPPENHEIMER

By Ray Mize

RM:S

#1620

RECEIVED
DEC 31 1936
FOR FILING

December 28, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

FIDELITY & DEPOSIT COMPANY OF MARYLAND
R. E. Pinney, Agent
Failing Building, Portland

MASSACHUSETTS BONDING & INSURANCE COMPANY
M. L. Gilbert, Agent
Mead Building, Portland

HARTFORD ACCIDENT & INDEMNITY COMPANY
L. M. Miller, Agent
Spalding Building, Portland

FIDELITY & CASUALTY COMPANY OF NEW YORK
J. C. Sturm, Agent
Porter Building, Portland

COLUMBIA CASUALTY COMPANY
W. E. Taylor, Agent
American Bank Building, Portland

cc - Oregon State Bridge Dept.

J. E. Donaldson
PWA Auditor

Lindstrom & Feigenson,
Parker & Banfield, &
T. H. Banfield
7922 N.E.Halsey,Portland

Gentlemen:

We have received from the Secretary of State notices of additional claims by Ed Reha, R. S. Hull, Ray Van Pelt, Sidney Pruner, H. S. Pruner, Harry E. Meyers, John Lindstrom, Bert Harland, Marimius M. Davidson, R. A. Zeller, Frank J. Marshall, N. Berg, Wesley Wright, John Skilli, K. Pruner, Thos. O. Meyers, Ben Monson, Alf Johnson, R. Dooley, E. Erickson, Hans A. Hansen, against Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, for labor and services in connection with the construction of the Alsea Bay Bridge, on the Oregon Coast Highway, in Lincoln County, being State Highway Contract No. 1620.

We are enclosing herewith copies of these claims, inasmuch as you are one of the sureties on the bonds furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL
Encl - 21

December 24, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

This acknowledges receipt of your letter of December 23, enclosing three copies each of notices of claim against the bond taken from Lindstron & Feigenson, Parker & Banfield, and T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, as sureties, by the following, in the amounts set opposite their names:

Ed Reha	$385.44	N. Berg	$197.47
R. S. Hull	230.40	Wesley Wright	155.90
Ray Van Pelt	175.95	John Skilli	103.45
Sidney Pruner	169.60	K. Pruner	432.40
H. S. Pruner	125.55	Thos. O. Meyers	138.60
Harry E. Meyers	121.50	Ben Monson	138.45
John Lindstrom	219.15	Alf Johnson	208.35
Bert Harland	92.70	R. Dooley	65.97
Marimius M. Davidson	77.62	E. Erickson	124.88
R. A. Zeller	54.25	Hans A. Hansen	156.15
Frank J. Marshall	40.80		

for work on Alsea Bay Bridge at Waldport, Ore.

Copies of these notices of claim will be sent to the contractors and to the sureties on their bonds

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
DEC 24 1936
STATE HIGHWAY COMMISSION

December 23, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies each of notices of claim against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, as follows:

Ed Rena	$385.44	N. Berg	$197.47
R. S. Hull	230.40	Wesley Wright	155.90
Ray Van Pelt	175.95	John Skilli	108.45
Sidney Pruner	169.60	K. Pruner	432.40
H.S. Pruner	175.55	Thos. O. Myers	133.60
Harry E. Meyers	121.50	Ben Monson	133.43
John Lindstrom	219.15	Alf Johnson	208.35
Bert Hartland	92.70	R. Dooley	65.97
Marinius M. Davidson	77.62	E. Erikson	124.88
R. A. Zeller	54.25	Hans A. Hansen	156.15
Frank J. Marshall	40.80		

Please acknowledge receipt of the copies.

Yours very truly,

Secretary of State

S:F
encs.

CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Ed Reha, has a claim for labor performed, as a cement finisher since the 1st of June, 1936, in the sum of $385.44, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the
laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 22 day of June, 1936.

ED REHA

SWORN to and subscribed before me this 22 day of June, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My com. expires Nov. 7th, 1939

Endorsed: File No. 7612
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

COPY

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, R. S. Hull, cement finisher has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 12th of February, 1936, in the sum of $230.40, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 26 day of September, 1936.

R. S. HULL

SWORN to and subscribed before me this 26 day of September, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My com. expires Nov. 7, 1939

Endorsed: File No. 2602
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, R. Van Pelt, General mechanic, has a claim in addition to the one heretofore filed for labor performed, as a General Mechanic since the 19th of March, 1936, in the sum of $175.95, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of Sept., 1936.

RAY VAN PELT

SWORN to and subscribed before me this 18 day of Sept, 1936.

(SEAL)

Mrs. Lee Doty
Notary Public for Oregon
My Com. expires Aug 28, 1939

Endorsed: File No. 2595
Filed Dec. 14, 1936
EARL SNELL,
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Sidney Pruner, electric vibrator, has a claim in addition to the one heretofore filed for labor performed, as an electric vibrator since the 18th of September, 1935, in the sum of $169.60, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws
of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of Sept. 1936.

SIDNEY PRUNER

SWORN to and subscribed before me this 18 day of Sept. 1936.

(SEAL)

Mrs. Lee Doty
Notary Public for Oregon
My com. expires Aug. 28, 1939

Endorsed: File No. 2600
Filed Dec. 14, 1936
EARL SNELL,
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, H. S. Pruner, Steel workers' helper, has a claim in addition to the one heretofore filed for labor performed, as a steel workers helper since Feb. 27 to June 17, 1936, in the sum of $125.55, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under thelaws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws
of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 19th day of September, 1936.

H. S. PRUNER

SWORN to and subscribed before me this 19 day of Sept. 1936,

(SEAL)

G. F. Aikins
Notary Public for Oregon
My com Expires

-Notary Public for Oregon
My commission expires
Jan. 31, 1937.

Endorsed: File No. 2599
Filed Dec. 14, 1936
EARL SNELL,
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Harry E. Meyers, Carpenter, has a claim in addition to the one heretofore filed for labor performed, as a carpenter since April 9, 1936 to June, 1936, in the sum of $121.50, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 19 day of September, 1936.

HARRY E. MYERS

SWORN to and subscribed before me this 19 day of Sept. 1936.

(SEAL)

Mrs. Lee Doty
Notary Public for Oregon
My Com. expires Aug 23, 1939

Endorsed: File No. 2598
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

COPY

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, J. Lundstrom, cement finisher has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 28th of February, 1936, in the sum of $219.15, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws
of the State of New York;

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 17 day of September, 1936.

JOHN LUNDSTROM

SWORN TO AND SUBSCRIBED before me this 17 day of September, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My com. expires Nov. 7, 1939

Endorsed: File No. 2604
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

COPY

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Bert Harland, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 13th of March, 1936, in the sum of $92.70, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon, PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws
of the State of New York,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,

as Sureties, for the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of September, 1936.

BERT HARLAND

SWORN to and subscribed before me this 18 day of September, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My com. expires Nov 7, 1939

Endorsed: File No. 2611
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Marinius M. Danielson, cement finisher has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 1st of March, 1936, in the sum of $77.62, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; BARKER & BANFIELD, A CORPORATION, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, Incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and servies upon said bridge.

DATED this 18 day of September, 1936.

MARINIUS M. DANIELSON

SWORN to and subscribed before me this 18 day of September, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My com. expires - -

Endorsed: File #2607
Filed Dec. 14, 1936
EARL SNELL,
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, R. A. Zeller, Carpenter's Helper has a claim in addition to the one heretofore filed for labor performed, as a carpenter's helper since the 1st of January, 1936, in the sum of $54.25. against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of theState of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, On the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and servicesin the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of Sept, 1936.

R. A.ZELLER

SWORN to and subscribed before me this 18 day of Sept. 1936.

(SEAL)

Mrs. Lee Doty
Notary Public for Oregon
My com. expires Aug. 28,1939

Endorsed: File No. 2609
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

OPY

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, F. Marshall, Cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 13th of March, 1936, in the sum of $40.80, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated underthe laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of Sept, 1936.

FRANK J. MARSHALL

SWORN to and subscribed before me this 18 day of Sept, 1936.

(SEAL)

Mrs. Lee Doty
Notary Public for Oregon
My com. Expires Aug. 28, 1939

Endorsed: File No. 2593
Filed 12/14/36
EARL SNELL
Secretay of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, N. Berg, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 12th ~~day~~ of March, 1936, in the sum of $197.47, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, in corporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, Incorporated under the laws of the State Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 20 day of June, 1936.

N. BERG

Sworn to and subscribed before me this 20 day of June, 1936.

(SEAL)

GLEN R. RICHARDS
Notary Public for Oregon
My com. expires Nov 7-1939

Endorsed: File No. 2592
Filed December 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Wesley Wright, Cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 23rd of March, 1936, in the sum of $155.90, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. Banfield, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State ~~of~~ Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 20 day of June, 1936.

WESLEY WRIGHT

Sworn to and subscribed Before me this 20 day of June, 1936.

Oren R. Richards
Notary Public for Oregon
My com. expires Nov. 7, 1939

Endorsed: File No. 2594
Filed Dec. 14, 1936
EARL SNELL,
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, John Skilli, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 9th of March,1936, in the sum of $108.45, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of September, 1936.

JOHN SKILLI

SWORN to and subscribed before me this 18 day of September, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My com. expires Nov 7, 1939

Endorsed: File No. 2596
Filed Dec. 14, 1936
EARL SNELL,
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, K. Pruner, Laborer, has a claim in addition to the one heretofore filed for labor performed, as a - - - since the 24th of May, 1935, in the sum of $432.40, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 18 day of Sept, 1936.

K. PRUNER

SWORN to and subscribed before me this 18 day of Sept., 1936.

(SEAL)

Mrs. Lee Dot.
Notary Public for Oregon
My Com. expires Aug. 28, 1939

Endorsed: File No. 2601
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Thos. O. Myers, carpenter and vibrator has a claim in addition to the one heretofore filed for labor performed, as a carpenter and vibrator since the 25th of March, 1936, in the sum of $138.60, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

> GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
> FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland
> MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
> HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
> FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
> COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon CoastHighway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 19 day of September, 1936.

THOS. O. MYERS

SWORN to and subscribed before me this 19 day of Sept, 1936.

(SEAL)

Mrs. Lee Doty
Notary Public for Oregon
My com. expires Aug. 28,1939

Endorsed: File No. 2597
Filed Dec.14, 1936
EARL SNELL,
Secretary of Stat

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Ben Monson, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 29th of February, 1936, in the sum of $133.43, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals, and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 17 day of September, 1936.

BEN MONSON

SWORN to and subscribed before me this 17 day of September, 1936.

(SEAL)

Oren R.Richards
Notary Public for Oregon
My com. expires Jan 7, 1939

Endorsed: File No. 2603
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

COPY

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Alf Johnson, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 27th of February, 1936, in the sum of $208.35, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 17 day of September, 1936.

ALF JOHNSON

SWORN to and subscribed before me this 17 day of September, 1936.

(SEAL)

Oren A. Richards
Notary Public for Oregon
My com. expires Nov 7 1939

Endorsed: File No. 2605
Filed December 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, R. Dooley, carpenter, has a claim in addition to the one heretofore filed for labor performed, as a carpenter since the 2nd of October,1936, in the sum of $65.97, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

> GREAT AMERICAN INDEMNITY COMPANY, incorporated under the
> laws of the State of New York,
> FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
> under the laws of the State of Maryland,
> MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
> under the laws of the State of Massachusetts,
> HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
> under the laws of the State of Connecticut,
> FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
> under the laws of the State of New York,
> COLUMBIA CASUALTY COMPANY, incorporated under the
> laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 22 day of Sept, 1936.

R. DOOLEY

SWORN to and subscribed before me this 22 day of Sept, 1936.

(SEAL)

L. T. Larsen
Notary Public for Oregon
My com. expires
My commission expires May 28th, 194

Endorsed: File No. 2606
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, E. Erikson, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 10th of April, 1936, in the sum of $124.88, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 3 day of October, 1936.

E. ERIKSON

SWORN to and subscribed before me this 3 day of October, 1936.

Oren R. Richards
Notary Public for Oregon
My com. expires Nov. 7, 193

(SEAL)

Endorsed: File No. 2608
Filed December 14, 1936
EARL SNELL
Secretary of State

SUPPLEMENTAL CLAIM

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Hans A. Hansen, cement finisher, has a claim in addition to the one heretofore filed for labor performed, as a cement finisher since the 5th of April, 1936, in the sum of $156.15, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

> GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
> FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
> MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
> HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
> FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
> COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

DATED this 3 day of October, 1936.

HANS A. HANSEN

SWORN to and subscribed before me this 3 day of October, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My Com. expires Nov. 7, 1939

Endorsed: File No. 2610
Filed Dec. 14, 1936
EARL SNELL
Secretary of State

#1620

RECEIVED
DEC 22 1936
FOR FILING

Alsea Bay Bridge

December 21, 1936

LINDSTROM & FEIGENSON,
PARKER & BANFIELD
T. H. BANFIELD
4784 S. E. 17th Avenue
Portland, Oregon

Attention A. L. Foster

Gentlemen:

In response to your inquiry of December 16, you are advised that we have no record of any further claims having been filed against your contract for the construction of the Alsea Bay Bridge, in Lincoln County, since our letter of September 24, 1936.

Very truly yours,

Secretary

JM:MEL

#1620
[illegible]

LINDSTROM & FEIGENSON - PARKER & BANFIELD
GENERAL CONTRACTORS

4784 S. E. 17TH AVENUE - PHONE SELLWOOD 6182
PORTLAND, OREGON

December 16
1936

Oregon State Highway Commission,
Salem, Oregon.

RE: Contract between State of Oregon and Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, pertaining to Alsea Bay Bridge, Lincoln County, Oregon.

Gentlemen:

Our contract with the State of Oregon for the construction of the bridge over Alsea Bay, in Lincoln County, which was State Highway Contract No. 1620, was completed and the bridge and work accepted by you on June 15, 1936.

In a letter to us dated September 24, 1936, you advised us that there had been served on you notices of certain claims for labor and/or materials, which the claimants alleged had not been paid. An itemized list of these claims was set forth in your letter.

We would ask you to please inform us whether any additional notices of any claims for labor and/or materials have been served on you since your letter to us of September 24, 1936, which contained list of claims then served — that is to say, have there been any additional notices of claims filed since your letter of September 24, 1936?

Yours very truly,

LINDSTROM & FEIGENSON
PARKER & BANFIELD
T. H. BANFIELD

BY A. L. Foster
A. L. Foster

FORM 2-K-1 1M 10-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK X
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

November 7, 1936

Lindstrom & Feigenson, Parker &
Banfield and T. H. Banfield,
4844 S. E. 17th Avenue,
Portland, Oregon.

Gentlemen:

This is to advise you that there has been served on the State Highway Commission a notice by E. R. Ogg to the effect that he has a claim in the sum of $455.80 for services performed by him, to wit: the hauling of materials for the construction of the bridge over Alsea Bay at Waldport, the construction of which project was covered by the contract between Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield and the State of Oregon.

A notice has also been received of the claim of V. R. Sanders, which claim is in the sum of $164.88 and is likewise a claim for hauling of materials in connection with the above mentioned project.

Will you please give this matter proper attention so that it may not interfere with final settlement on the job?

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
G. S. Paxson

Burdette & Burdette

FORM B-E-1 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Br.

October 19, 1936

Mr. C. C. Beckley
State Director
Public Works Administration
503 Failing Building
Portland, Oregon

Dear Sir:

With reference to the items H and I shown on the schedule submitted with our change order request dated October 19, we wish to present the following:

Item H. This item was approved on your Change Order No. 77-1620-2 AB in the amount of $33.20 for the purchase of plates. The actual cost of the plates was $24.74.

Item I. Under the heading "Electric Wiring and Conduits" shown on page 11 of Special Provisions of the contract, paragraph 3 reads as follows:

"The state shall furnish, and the contractor shall install all light fixtures, together with all manholes, fastenings for fixtures, necessary disconnecting switches, a time switch, switch panel in a weather-proof box, as designated by the engineer."

The state supplied and the contractor installed the following items:

Vchr.		
154	10-15-34 Westinghouse Electric Supply Co. 1-343724-300 M/M-200-W 2 Light Incandescent 360° Aviation Red Aerial Obstruction Lantern Complete	$199.50
230	1-31-34 A. B. McLaughlin. 4 Brass Pipe Brackets as per detail	$17.27
232	12-11-34 Adams Westlake Co., 2 #1334- 3 Bridge Lamps with 360° Green Lens	$28.70

Mr. C. C. Hockley. #2. October 19, 1936

Vchr.		
	4 - 1334 - 1 Bridge Lamp with 180° Red Lens . .	$56.40
831	3-2-36 Oregon State Highway Commission, Postage on Navigation Lights	$0.24
851	3-19-36 Commercial Iron Works, 2 Complete Navigation Light Hangers	$68.35
900	4-30-36 NePage McKenny Co., 1 Service Box Panel as per specifications	$189.00
883	3-9-36 Pacific Truck Express, Freight on 1 Box Navigation Light Equipment	$0.74
926	5-27-36 Oregon State Highway Commission 12 25-W 120-V Clear Lamps, P.19 Mazda B Special . . .	$1.91
943	5-25-36 M. Dresser Expense Account, 2- 300-W Clear Lamps for Aviation Season	$0.90
922	5-22-36 General Electric Supply Corp., 1 Junction Box as per sketch, 2 Double Pole 10-A, 125-V Tumbler Switches	$4.25
961	6-12-36 General Electric Supply Corp., 200 feet Two Conductor #8 Solid Parkway Cable 600-V . .	$33.02

Authorization for the above expenditures has not been included in the P.W. Form 96 or 84.

We request your approval of this expenditure.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:DD

cc R. H. Baldock
J. M. Devers

FORM 5-E-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 19, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

All construction work on the Alsea Bay Bridge, P.W.A. Docket 982, is completed and has been accepted by the Highway Commission. Final costs on all construction work have been determined. All physical changes to the structure have been submitted to you on previous change orders.

It is the purpose of this letter to present to you the final construction cost of the structure and to request your approval of overruns and underruns on items of work authorized by P.W. Forms 96 and 84. Calculations for all quantities incorporated in the structure have been presented to the R.E.I. for this job and have his approval.

The schedule attached gives comparison between the items and amounts authorized by P.W. 96 and 84 and the items and amounts incorporated in the completed work. Heavy underruns in items ordered by P.W. 96 are explained by the fact that the quantities and amounts shown on P.W. 96 were an increased or inflated figure. This was to establish a fund for possible contingencies that might arise during construction. Since all work on the items is completed it would seem advisable to release the unnecessary funds and to apply these amounts wherever necessary on the contracts of the docket.

The same is true of the items and amounts authorized by P.W. 84. Overruns on the items A to F, inclusive, on the schedule are explained by the fact the estimates presenting request for approval of the work were based on data available at that time, and as the work progressed to completion additional funds were required for its completion.

We are assuming that items J to M, inclusive, will be approved in the amounts requested. If they are not approved in the amounts requested, the schedule must be corrected in accordance with the approved amounts.

With reference to the item G, we have your Change Order No. 77-1620-14 AB wherein the item is not approved. We are asking that, in view of the following, you reconsider this item.

Construction work had progressed to a state by May 9, 1936 that it was possible to permit the use of the roadway to restricted traffic during such hours as the contractor was working, and to unrestricted traffic for the balance of the day. There remained the pouring of some arch rib hangers, small portion of sidewalk slab, and two piles at the end of the tied arches. In completing this work with the unrestricted traffic on the roadway there would have been a hazard both to the contractor's workmen and to the traffic. To offset this danger, Force Order No. 3 was issued which required the contractor to protect traffic and his workmen. All work under the order was performed in accordance with the terms of the contract. We feel that the use of the structure for traffic warranted the small expenditure for flagging and that the cost is a reasonable charge against the job and should carry your approval as to being paid for from construction funds and to be included in the grant base.

Items H and I of the schedule will be taken care of in a future change order.

May we have your early consideration of the above.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:DD
Enclosure

cc R. H. Baldock
J. M. Devers
A. E. Eberhart
J. E. Donaldson

FORM 0-E-1 5M 9-36

COMMISSIONERS
HEN~~RY F. CAB~~ELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Br.

October 15, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
808 Failing Building
Portland, Oregon

Dear Sir:

Hereby a request for your approval of following items that will appear on the final estimate paid the contractors on the Alsea Bay Bridge, P.W.A. Docket 982, and which items have not been submitted to you in previous change order requests.

1.	Foundation pile cutoff	$ 2,333.32
2.	Cement adjustment	Cr.$5,308.41
3.	Extra work on electrical installation	$ 17.52
4.	Special agreement	$1,710.78

An explanation of the items is as follows:

1. This item was paid the contractor under authority given in paragraph 2 of article 3036 of the standard specifications. Price Agreement No. 2 is attached in support of this item.

2. This item is charged to the contractor under authority given in article 3046 of the standard specification in contract agreement covering this work. Price Agreement No. 3 attached is in support of this agreement.

3. The original location of the pole to which the contractor was to connect the lighting circuit of the bridge would place this pole in the landscaped slope near the northwest corner of the structure. This location was undesirable from the standpoint of maintenance and appearance and was moved to a new location approximately 200 feet directly north and away from the roadway centerline from the original location. This required

NOTED
[illegible] Engineer

additional expense to the contractor to complete the installation. The attached Force Order No. 4 was issued to cover extra cost of the installation due to the change of the location of the pole. This force order covers only additional labor and small miscellaneous items of material necessary for the revised installation. Additional wiring and conduit necessary to extend to the new location was furnished by the state to the contractor.

4. On completion of his work on the structure the contractor presented certain claims for extra compensation, his reasons for the claims being that changes in plans from those on which he based his bid prices increased the cost of the work. The "Agreement" attached sets forth the claims presented by the contractor and the reasons for their being allowed these claims against the job.

We will appreciate your early consideration of the above so that we may prepare the final form I-23 covering this work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GAG:DD
Enclosure

cc R. H. Baldock ✓
J. M. Devers
A. E. Eberhart

Form B.E.-1 3500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 24, 1936

Lindstrom & Feigenson,
Parker & Banfield, and
T. H. Banfield
4644 Southeast 17th Avenue
Portland, Oregon

NOTED
State Highway Engineer

Gentlemen:

As you know, your contract with the State for the construction of a bridge over Alsea Bay in Lincoln County, which is State Highway Contract No. 1620, has been fully performed insofar as the construction of the bridge is concerned, and the job is now ready for acceptance and final payment.

There have been served on the Highway Commission, notices of certain claims for labor and/or materials which the claimants allege have not been paid, and are now and have been for a long time past due. The contract in express language provides that the contractor shall promptly make payment for labor, materials, supplies, and provisions at such times as they become due and payable to all persons supplying the contractor with labor or materials for the prosecution of the work provided for in the contract.

The following claims have been filed with the Highway Commission, to-wit:

Claimant	Nature of Claim	Amount
V. R. Sanders	Haul Lumber	$ 164.88
Yachats Sand & Gravel Company	Furnishing Sand	4,127.82
J. F. Traver	Labor	576.00
Sydney Pruner	Labor	180.00
Harold Hansen	Labor	121.00
Harry T. Hart	Labor	135.00
Art Aspholm	Labor	1,080.00
F. Marshall	Labor	486.00
R. B. Keefer	Labor	750.00
Ray L. Burris	Labor	624.00
George E. Crane	Labor	528.00

K. Pruner	Labor	$ 420.00
Harry Myers	Labor	725.00
T. O. Myers	Labor	600.00
T. W. Wilcox	Labor	432.00
G. Johnson	Labor	567.00
S. H. Harold	Labor	270.00
H. S. Pruner	Labor	270.00
Felix R. Johnson	Labor	513.00
R. Van Pelt	Labor	1,170.50
John Lundstrom	Labor	567.00
E. Erickson	Labor	513.00
Ben Monson	Labor	513.00
A. Lundstrom	Labor	567.00
Bert Ellison	Labor	513.00
P. H. Bringolf	Labor	600.00
R. Dooley	Labor	283.50
T. O. Myers	Labor	240.00
Sydney Pruner	Labor	72.00
R. A. Zeller	Labor	142.50
Bert Harland	Labor	540.00
John Nelson	Labor	567.00
Roy K. Davis	Labor	1,093.50
W. Wright	Labor	513.00
Bob Robinson	Labor	172.50
R. S. Hall	Labor	540.00
N. Berg	Labor	513.00
J. Skilli	Labor	513.00
Hans A. Hansen	Labor	540.00
Alf. Johnson	Labor	567.00
M. Danielson	Labor	513.00
		$23,823.20

A claim signed by H. M. Brownell, Attorney at Law, Eugene, Oregon, against C. H. Fisher, Piling Supplier, amount not stated.

The Highway Commission does not represent that the fore-going includes all of the unpaid claims, for the Commission has no knowledge as to just what claims are unpaid and enumerates fore-going merely because notice of such claims has been brought to the attention of the Commission.

You are requested to satisfy the Highway Commission with respect to the payment of labor and material claims so as to qualify the job for final settlement or to obtain the written consent of your bondsmen to the payment of the final estimate on this project notwithstanding outstanding unpaid claims against the job. A copy of this letter is being mailed to the sureties on the bond given in connection with your said contract.

The above procedure for final payment is subject to the approval of the Public Works Administration.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By
G. S. Paxson,
Acting Bridge Engineer

CAG:MM

cc - J. M. Devers
R. H. Baldock
C. C. Hockley
J. E. Donaldson
Great American Indemnity Co.
Fidelity & Deposit Co. of Maryland
Massachusetts Bonding & Insurance Co.
Hartford Accident & Indemnity Co.
Fidelity & Casualty Co. of New York
Columbia Casualty Company

FORM B-E-1 2000 6-34

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 24, 1936

Great American Indemnity Company
Hartford Accident & Indemnity Co.
Fidelity & Deposit Company of Maryland
Massachusetts Bonding & Insurance Co.
Fidelity & Casualty Co. of New York
Columbia Casualty Company

Gentlemen:

You are advised that the contract entered into by the State of Oregon and Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, for the construction of a bridge over Alsea Bay in Lincoln County, which contract is otherwise designated as State Highway Contract No. 1620, has been completed insofar as the project itself is concerned, and the job is now ready for acceptance and for final payment.

You are advised however, that notice of certain claims has been filed with the Highway Commission, a list of which you will find in the enclosed copy of a letter, the original of which we have today mailed to the contractors.

In this connection, the Highway Commission does not represent that the said list includes the names of all claimants, for the Commission does not have facts upon which to base any such representation.

Will you please advise the Highway Commission whether or not final payment may be made to the said contractors, notwithstanding the unpaid outstanding claims.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By
G. S. Paxson,
Acting Bridge Engineer

CAC:MM
Encl.
cc - J. M. Devers
R. H. Baldock
C. C. Hockley
J. E. Donaldson
Lindstrom & Feigenson, et al.

Mr. Baylor

September 21, 1936.

NOTED
State Highway Engineer

Mr. J. M. Devers:

We are now ready to pay the final estimate on the Alsea Bay Bridge. There have been labor claims filed against this job amounting to approximately $19,536.72, also, a claim for hauling lumber which may or may not be classed as labor, in the amount of $164.88, also a suit filed by the Yachats Sand & Gravel Company in the amount of $4,127.82, making a total of specific claims filed of $23,823.20.

In addition to this, a claim has been made by H. M. Brownell, attorney at law at Eugene against C. H. Fisher who furnished the piling for the job. The amount of this claim is not stated.

What procedure must be taken to safeguard the state in the matter of these claims before the final estimate is paid?

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock ✓
C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE [illegible]
Secretary

RECEIVED DEC 31 1936 FOR FILING

The State Highway Commission had under consideration the following requests for extensions of time in which to complete highway construction projects:

Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, contract No. 1620, for the construction of a bridge over Alsea Bay on the Oregon Coast Highway at Waldport, Lincoln County, requested an additional extension of time of fifteen days, from June 1, to June 15, 1936, in which to complete this project, giving as their reason for such request that their delay was caused by the partial opening of the bridge to traffic prior to the completion of the structure.

The Engineer advised that the original completion date on this contract was December 31, 1935. However, under date of March 31, 1936, it was extended to June 1, 1936, by amendatory agreement between the Highway Commission and the contractor, and that said agreement provides that both the bonus and penalty would be waived up to the new completion date. He further advised that on May 9, 1936, the structure was turned over to the State for use or occupancy and that it has been in continuous use by the general traveling public since that time. He pointed out that under the terms of the contract this would eliminate the penalty clause and would also eliminate any damage to the State that might be occasioned by the failure of the contractor to complete the project on the specified completion date. All work in connection with the contract he said was completed by June 15, 1936, and the Commission formally accepted the bridge by resolution on June 27, 1936. Regarding the reason given by the contractor for the delay in completing this structure by June 1, the Engineer advised that the opening of the bridge to traffic prior to final completion of the structure did cause considerable delay to the contractor in the prosecution of the work and in his estimation a fifteen day extension of time would be reasonable compensation for such delay. He recommended therefore that the extension requested be granted without penalty. TheCommission approved the Engineer's recommendation by unanimous vote.

STATE OF OREGON)
(SS
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of the part of the minutes of the Oregon State Highway Commission, relating to the extension of time for the completion of the Alsea Bay Bridge contract as the same appears in the minutes of September 15, 1936, entered in Volume 21 of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original and that the same is a true and correct copy of the said portion of said minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of September, 1936.

H B Glaisyer
Secretary
Oregon State Highway Commission

September 3, 1936.

Mr. R. H. Baldock

Herewith copy of the proposed agreement on the Alsea Bay Bridge.

This agreement was delivered to the contractors this morning. You will notice that it does not include the claim for pile cut-off nor the claim for the damage to the truck while working on force account work. These two items will be taken care of under the main contract and will appear on the final estimate under the appropriate price agreement and extra work bills.

G S Paxson

G. S. Paxson

Attached

AGREEMENT

THIS AGREEMENT made and entered into this __________ day of ____________, 1936, by and between the STATE OF OREGON by and through its State Highway Commission, hereinafter called the State, party of the first part, and LINDSTROM & FEIGENSON, PARKER & BANFIELD, AND T. H. BANFIELD, doing business as a joint venture, hereinafter called the Contractor, party of the second part:

WITNESSETH:

That, WHEREAS, the parties hereto on the 25th day of April, 1934, entered into a written agreement wherein and whereby the party of the second part agreed to construct, pursuant to the plans and specifications incorporated in said agreement, a certain bridge over the Alsea Bay on the Oregon Coast Highway in Lincoln County, Oregon, which agreement is known as Oregon State Highway Commission Contract No. 1620, and

WHEREAS, upon completion of said work the contractor filed with the Oregon State Highway Commission a demand for extra compensation for the following items:

1. Reimbursement for loss due to decrease in length of foundation piling caused by changes in pier foundation elevations.
2. Reimbursement for claim paid by the contractor to the parties furnishing foundation piling for extra cost due to delay in delivery of foundation piling occasioned by a change in the plans for constructing the piers.

3. Reimbursement for the additional cost of gravel purchased to replace that used in force account work.

4. Acknowledgment of a possible claim for additional cost of sand used in force account work dependent on result of suit filed against the contractor by the Yachats Sand & Gravel Company contesting the basis of measurement and claiming additional compensation for all sand furnished; and

WHEREAS, from investigation made by the State, it appears that:

1. During the progress of the work, it was found necessary to revise the elevations for the foundations of piers 4, 5, 6, 7, and 10. Pier 4 was lowered from original elevation, -21 to -30; piers 5 and 6 from -25 to -30; pier 7 from -21 to -35; and pier 10 from -15 to -25. Foundation piling for these piers had been previously ordered according to a list furnished by the Engineer and a considerable portion of them cut, and as a suitable bearing value could be obtained using these piling, it was deemed advisable to use the original length of piling ordered rather than to secure new and longer piling. The position of the piling after driving was controlled by the elevation of the water surface and the lowering of the foundations decreased the length of piling projecting below the bottom of the foundation, which length is under the specification defined as pay length. This resulted in a loss of pay length in the foundation piling for these piers from an estimated 34,800 lineal feet to an actual pay length of 31,308.7 lineal feet.

In accordance with paragraph 1057 of the general specifications, this adjustment is based on actual labor, insurance, equipment costs and an estimated overhead cost amounting to 10% of actual labor costs.

The piles under this contract were placed with a jet to within five feet of their final position and the cost of placing the additional length of piling eliminated by the pier changes would have been negligible. As a basis for adjustment, the labor, insurance, equipment and miscellaneous costs chargeable to these foundation piling has been distributed over the length of foundation piling which would have been placed under the original plans and over the length placed under the revised plans and the difference in unit cost allowed on the length actually placed. The amount of reimbursement to which the contractor is entitled as evidenced by information on file with the State, summary of which is attached hereto marked Exhibit "A", is $1,154.22.

2. The contractor had worked out a definite schedule for the construction of the foundations for the various piers and had ordered foundation piling for delivery to fit in with this schedule. Due to the revision in the elevations of foundations for the various piers, considerable delay was caused in the prosecution of this work and it was necessary to revise the original schedule for the construction of these foundations. As a great many of the foundation piling had been cut and delivered to Tidewater preparatory to final delivery to the bridge, the parties furnishing these piling were put to additional expense as follows:

A. In securing piling already in the water so that they could be held until delivery was wanted. It was necessary that these piling be secured against the danger of high water. This expense amounted to $30.22; and

B. The extra expense in the handling of piling at the dump and extra expense in rafting and trucking on account of having to put and hold these piling in storage at Tidewater, as shown in Exhibit "B", amounted to $256.70.

The amount of reimbursement to which the contractor is entitled as shown above, summary of which is attached hereto marked Exhibit "B", is $286.92.

3. Additional cost of gravel purchased to replace that amount used in connection with force account work. Immediately after starting work on the bridge, the contractor secured all gravel that would be needed in the construction of the bridge, with an allowance for reasonable contingencies, by entering into a subcontract with Saxton & Looney for getting out this gravel at Ten Mile Creek and delivering to, and stock piling the same at the bridge site at a cost of $3.10 per yard at the bunkers.

During the progress of the work, it was necessary to do force account work in which a considerable amount of this gravel was used. Payment for this gravel was made in accordance with the terms of the contract at cost to the contractor, plus a stipulated percentage. However, since the amount of force account work was greatly in excess of that which could have been reasonably anticipated, the use of this gravel in force account work made it necessary for the contractor to secure additional gravel to complete the job. The cost of this gravel per cubic yard was in excess of the cost of gravel originally secured and the contractor is entitled to reimbursement in this additional amount of $269.62. A summary of this additional expense is attached hereto as Exhibit "C".

4. Subsequent to the completion of the work a suit has been filed by the Yachats Sand & Gravel Company, subcontractor for the furnishing of sand, against the contractor seeking additional reimbursement for sand furnished. Considerable sand was used in force account work and the contractor was paid for this sand on monthly estimates at the price which the contractor contends was contemplated by the subcontract. If the suit is successful, the additional cost properly chargeable to the sand used in force account work will be due the contractor. The total of the claim under the suit filed is $4,127.20

against the total sand used on the project. If the suit is successful, the additional cost properly chargeable against the sand used in force account work will be $205.00.

As this suit will not be determined until after final settlement is made on this contract, it is the purpose of this agreement to acknowledge liability for the same portion of any judgment secured as the yardage used in force account work bears to the total amount of sand furnished, this liability, however, being limited to the possible claim of $205.00 set up by the contractor. A summary of this possible claim is attached to form Exhibit "D", and

WHEREAS, it appears from the foregoing that by reason of changes in plans and extra work ordered, the contractor was caused additional cost, as follows:

1.	Claim for loss in pay length of foundation piling by change in pier elevation	$1,154.22
2.	Reimbursement for a claim made by the parties furnishing foundation piling for extra cost in delivery due to changes in pier plans	286.92
3.	Additional cost for gravel purchased to replace that used in connection with force account work....	269.62
	Total	$ 1,710.76

NOW, THEREFORE, the premises being in general as hereinbefore stated, it is hereby mutually agreed by and between the parties hereto, as follows:

1. That the State shall allow and pay to the contractor an additional sum of $1,710.76 for the foregoing claims, which amount will be in addition to the amounts to be paid to the contractor under unit quantities, based upon the quantities of work performed, and the unit prices therefor, as shown by said contract.

2. That the contractor accepts the said sum of $1,710.76 as full,

complete and final compensation for, and settlement of, all claims of whatever kind or character which the contractor has or may have by reason of the work done under the said contract, and no further claim shall be presented by the said contractor or considered by the State in connection with the said contract, except such amount or amounts as may have been earned and now remain unpaid under the unit price items and extra work bills heretofor authorized in connection with the said contract No. 1620, and any claim that may become due in connection with the adjudication of Item No. 4 mentioned above, which claim shall not exceed the sum of $205.00.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

STATE OF OREGON, by and through its
State Highway Commission

By ___________________
As Chairman

By ___________________
As Commissioner

By ___________________
As Commissioner

PARTY OF THE FIRST PART.

ATTEST:

____
Secretary

APPROVED:

____
State Highway Engineer

LINDSTROM & FEIGENSON

By ___________________(SEAL)
President

By ___________________(SEAL)

PARKER & BANFIELD

By ___________________(SEAL)
President

By ___________________(SEAL)
Secretary

Witnesses:

____

____

____

Witnesses:	T. H. BANFIELD
____________________	By ____________________ (SEAL)
	PARTY OF THE SECOND PART.
Countersigned: HARVEY WELLS INCURANCE AGENCY	GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By ____________________ Resident Agent	By ____________________ Attorney in Fact
Countersigned:	HARTFORD ACCIDENT & INDEMNITY COMPANY (SEAL)
By ____________________ Resident Agent	By ____________________ Attorney in Fact
Countersigned:	FIDELITY & DEPOSIT COMPANY OF MARYLAND (SEAL)
By ____________________ Resident Agent	By ____________________ Attorney in Fact
Countersigned:	MASSACHUSETTS BONDING & INSURANCE COMPANY (SEAL)
By ____________________ Resident Agent	By ____________________ Attorney in Fact
Countersigned:	FIDELITY & CASUALTY COMPANY OF NEW YORK (SEAL)
By ____________________ Resident Agent	By ____________________ Attorney in Fact
Countersigned:	COLUMBIA CASUALTY COMPANY (SEAL)
By ____________________ Resident Agent	By ____________________ Attorney in Fact

SUMMARY OF REIMBURSEMENT FOR LOSS DUE TO DECREASE IN LENGTH OF FOUNDATION PILING CAUSED BY CHANGES IN PIER FOUNDATION ELEVATIONS. DATA ON COSTS TAKEN FROM REPORT ON ACTUAL COSTS SUBMITTED BY MARSHALL DRESSER UNDER DATE OF FEB. 29, 1936.

Pier 4:

Plan Estimate 7600 lin. ft.
Actual pay length 7039.9 lin.ft.
* Total all Costs $ 2087.91
$2087.91 ÷ 7039.9 = $0.29658 per ft.
$2087.91 ÷ 7600. = 0.27473 per ft.
0.29658 - 0.27473 = .02185 x 7039.9 = $153.82, Adjustment

Pier 5:

Plan Estimate 7200 lin.ft.
Actual Pay Length 7173 lin.ft.
* Total all Costs $ 1549.84
$1549.84 ÷ 7173 lin.ft. = .21607 per ft.
$1549.84 ÷ 7200 lin.ft. = .21526 per ft.
.21607 - .21526 = .00081 x 7173 = $5.81, Adjustment

Pier 6:

Plan Estimate 7200 lin.ft.
Actual Pay Length 7061.5 lin.ft.
* Total All Costs $ 1818.77
$1818.77 ÷ 7061.5 lin.ft. = .25756 per ft.
$1818.77 ÷ 7200 lin.ft. = .25261 per ft.
.25756 - .25261 = .00495 x 7061.5 = $34.95 Adjustment

Pier 7:

Plan Estimate 7600 lin.ft.
Actual Pay Length 5556.9 lin.ft.
* Total all Costs $ 2429.65
$2429.65 ÷ 5556.9 lin.ft. = .43723 per ft.
$2429.65 ÷ 7600 lin.ft. = .31969 per ft.
.43723 - .31969 = .11754 x 5556.9 = $653.16, Adjustment

Pier 10:

Plan Estimate 5200 lin.ft.
Actual Pay Length 4477.4 lin.ft.
* Total All Costs $2205.49
$2205.49 ÷ 4477.4 lin.ft. = .49258 per ft.
$2205.49 ÷ 5200 lin.ft. = .42413 per ft.
.49258 - .42413 = .06845 x 4477.4 = $306.48, Adjustment

Exhibit "A"
Sheet 1 of 2 Sheets

Exhibit "A" - continued

Total adjustment as per the above $1,154.22

* Total costs include actual pay roll, Industrial Insurance at 10% of pay roll, Public Liability Insurance at .203% of pay roll, an overhead cost estimated at 10% of pay roll and an equipment rental cost based on actual rental paid or commercial rental rate based on the actual cost of the equipment.

Exhibit "A"
Sheet 2 of 2 Sheets

EXTRA EXPENSE INCURRED IN THE FURNISHING AND STORING OF FOUNDATION PILING FOR PIERS 7 AND 10 OF THE ALSEA BAY BRIDGE, DUE TO CHANGES OF DEPTHS OF THE FOUNDATIONS OF THESE PIERS, AS PER THE INVOICE OF FISHER LUMBER AND PILING COMPANY, $286.92.

FISHER LUMBER & PILING COMPANY
Portland, Oregon.

July 22nd, 1935.

Lindstrom & Feigenson & Parker Banfield Co.
Waldport, Oregon.
Oregon State Highway Bridge Job.

Following Extra labor and costs for holding peeled Foundation Bridge Piles at Tidewater, Oregon, gotten out for delivery during October, November, and December, 1934, and held up for delivery account of change in plans of State in riprap work around piers in place and to be placed.

Extra Rafting Labor to hold piles that were in the water against high water:

Cable 400' at 4¢	$ 16.00	
30 Dogs. 6¢ each	1.80	
Labor, 2 men 1 day each	8.00	
Industrial Insurance	.62	
Expenses 2 men	3.80	$ 30.22

Extra expense in Cold Deck at dump and extra expense in rafting and trucking account having to put and hold in cold deck at Tidewater made extra costs in unloading of trucks and extra costs in rafting out of deck 310 pieces peeled Foundation piles average 69'

Truck delay - 101 hrs. at $1.00	$101.00	
Labor 287 hrs. at .50	144.50	
Industrial Ins.144.50 at 7.75	11.20	$256.70

Total Invoice . . . . $ 286.92

Exhibit "B"

LINDSTROM & FEIGENSON - PARKER & BANFIELD
General Contractors

Portland, Oregon

ADDITIONAL COST OF GRAVEL PURCHASED TO REPLACE THAT AMOUNT USED IN CONNECTION WITH FORCE ACCOUNT WORK (No. 5 AB), ON THE ALSEA BAY BRIDGE:

Cost of Gravel purchased from the Gilpin Construction Co. as follows:

April 9, 1936	37½	Yds.	
15	47½		
18	42½		
	127½	Yds. at 3.00	$ 382.50
28	60	Yds. at 3.25	195.00

Cost of gravel FOB South Beach	$ 577.50
Trucking by Saxton & Looney	273.37
	$ 850.87
Less Contract Cost - 187½ Yds. at 3.10	$ 581.25
NET ADDITIONAL COST	$ 269.62

Exhibit "C"

[illegible]
General Contractors

Portland, Oregon

POSSIBLE ADDITIONAL COST FOR SAND USED IN FORCE ACCOUNT, DUE TO CLAIM FILED BY THE YACHATS SAND & GRAVEL CO.

Net Used (Total) 9,105.54 at 1.90	$ 17,300.53
Plus Claim	4,127.82
Possible total cost	$ 21,428,35

Total Yds. used in Force Account - 452.20.

- -

$\frac{452.20}{9105.54}$ Equals $\frac{X}{21,428.35}$ - Possible cost for F/a.

- -

X equals	$1,064.18	possible total cost of Force A/c
Less	859.18	452.20 Yds. at 1.90 paid.
	$ 205.00	POSSIBLE ADDITIONAL CLAIM.

Exhibit "D"

Alsea Bridge

MEMORANDUM OF CONFERENCE held in Mr. Baldock's office Saturday, August 29, 1936, between Mr. D. H. Rowe, T. H. Banfield, and Mr. Foster representing Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, contractors on Alsea Bay Bridge; Mr. Baldock, Mr. Paxson, and Mr. Albert Skelton, representing the state, with reference to claims on the ALSEA BAY BRIDGE.

In further discussion of claims previously presented, as follows:

1. For additional sheet piling purchased for use in Pier 7.

This claim was disallowed by Mr. Baldock and this was accepted by Mr. Banfield.

2. A claim for loss in pay length of piling by a decrease in the depth of penetration due to the change in pier elevations.

A statement of costs made up by Mr. Rowe was presented showing a total claim of $1,153.00. Mr. Paxson presented our figures which showed a total of $956.17. After discussion of the matter, it was decided to allow the claim as presented, the total of $1,153.00, subject to checking their figures.

3. A claim for pay cut-off measured from high water elevation down to cut-off.

Our records of this check exactly with the claim from the contractors and the total of $3,291.41 was allowed. Mr. Paxson mentioned that this item could be taken care of in the regular pay cut-off adjustment in the final estimate and would not be included in the special adjustment.

4. A claim made by the parties furnishing piling for extra cost due to delay in delivery of piling occasioned by change of plans in the piers.

After considerable discussion, Mr. Baldock agreed to allow the item of extra rafting amounting to $23.60 and the item of extra expense in cold deck at 1.2¢ per lineal foot amounting to $256.58. The contractor agreed to waive the items for interest charges on carrying piles ordered. Mr. Paxson asked Mr. Rowe to obtain an itemisation of the cost entering into this 1.2¢ per lineal foot charge, which Mr. Rowe will do.

Memorandum, #2.

5. A claim for damage to G. P. Hunter's truck in an accident on the falsework while delivering rip rap rock.

This claim was allowed in its entirety and Mr. Rowe is to obtain certified copies of the claim paid by the contractor to the insurance company.

In addition to the five claims mentioned above which had been previously presented, the contractors presented two additional claims.

6. Additional cost of gravel purchased to replace that amount used in connection with force account work. This claim totaling $269.62 was allowed.

7. Additional cost for sand used in force account work due to claim filed by the Yachats Sand and Gravel Company.

The contractors explained that a suit had been filed by the Yachats Sand and Gravel Company for the difference in yardage of sand between dry rodded measure and loose measure. This claim is being contested by the contractors. Providing a judgement is secured in the total amount claimed, an amount of $205.00, additional would be chargeable to the sand used in force account work. It was agreed that in making up the special agreement, provision would be made for the payment of this claim if suit is successful. As the final payment will be made before the suit is determined, no allowance will be made in the special adjustment except the notation mentioned above.

With the understanding as mentioned above, Mr. Banfield expressed his willingness to accept this as final adjustment of all claims.

GSPaxson

G. S. Paxson

cc R. H. Baldock

FORM B-S-1 2000 3-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Bridge

August 22, 1936

NOTED
State Highway Engineer

Lindstrom & Feigenson, Parker &
Banfield, T. H. Banfield
4784 S. E. 17th Avenue
Portland, Oregon

Attention: A. L. Foster

Gentlemen:

At our last conference with yourself and Mr. Banfield concerning final settlement on the Alsea Bay Bridge contract, several matters were left undecided.

Mr. Baldock is out of town until Monday and when he returns I will try to arrange a convenient date at which we can further discuss the matters connected with this final settlement.

Very truly yours

R. H. Baldock
State Highway Engineer

By
G.S. Paxson
Acting Bridge Engineer

GSP LD

cc R. H. Baldock

#1621

Alsea Bay Br.

August 1, 1936.

Mr. John H. Barnet
Manager, Surety Department
Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of the 30th in regard to the Alsea Bay Bridge Contract, No. 1620.

The latest available figures are as follows:

Total amount earned	$749,895.29
Total amount paid to date	681,391.29
Percentage retained by Highway Commission	68,504.00

These figures represent the status of payments as of June 1, and are the best that I can give you at this time except that force account amounted to $51,245.14. The contract was completed on June 15.

I will try to remember to let you know if there is any change in the above amounts on the final voucher. If you do not hear from me within a reasonable length of time, please feel free to write me again.

Very truly yours,

Secretary

HBG:MBL

REFERRED TO
McFarland
BY SECRETARY

Please do

July 31, 1936

H. B. G.

The figures on the Alsea Bay Bridge are as follows:

Total amount earned - $749,895.29

Retained - $ 68,504.00

Paid to date - $681,391.29 -

Force account is $51,243.14 - Above figures represent payments to June 1, 1936. The above contract was completed June 15, 1936. I sent the letter for acceptance by the Commission to you on June 26th. It has not yet been returned so I do not know the exact date.

McFarland.

Banfield andI.H.Banfield

I don't want to make a pest of myself but I am not yet clear on the amount of the final contract price in connection with the contract No. 1620-Bridge over Alsea Bay in Lincoln County, Oregon.

It is necessary that we make a premium adjustment on our bond, so it is quite essential that we know the exact total amount of the contract including the force account work. Will you please be so kind to give us this amount.

Thanking you, we are

Yours very truly,

John H. Barnett

Manager, Surety Department

JHB:W

REFERRED TO
Joan
BY SECRETARY

Please get me the dope

HBG

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

PORTLAND, OREGON

July 30, 1936

Mr.H.B. Glaisyer,Secretary
State Highway Commission,
State of Oregon
Salem,Oregon

Dear Sir: Re: Lindstrom&Feigenson,Parker&
Banfield andT.H.Banfield

I don't want to make a pest of myself but I am not yet clear on the amount of the final contract price in connection with the contract No. 1620-Bridge over Alsea Bay in Lincoln County, Oregon.

It is necessary that we make a premium adjustment on our bond, so it is quite essential that we know the exact total amount of the contract including the force account work. Will you please be so kind to give us this amount.

Thanking you, we are

Yours very truly,
John H. Barnett
Manager,Surety Department

JHB:W

REFERRED TO
[illegible]
BY SECRETARY

Please get me the dope
HBG

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Br.

July 31, 1936

Lindstrom & Feigenson
Parker and Banfield & T. H. Banfield
4784 Southeast 17th Street
Portland, Oregon

Gentlemen:

For your information, final inspection of the Waldport Bridge was made on June 15, 1936 and this will be considered as the completion date for work under this contract.

One time extension for 152 days, or from December 31, 1935 to June 1, 1936, has been granted you and before final estimate can be paid on this job, it will be necessary that we have a request from you for an additional time extension of 15 days, or until June 15, 1936. This request for time extension should be supported by consent of your sureties to such time extension.

Will you give this matter your early attention as we are desirous of clearing up and making final payment on this contract.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By
G. S. Paxson,
Acting Bridge Engineer

CAG:MM

cc - R. H. Baldock
J. M. Devers

FORM 6-B-1 2200 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

alsea Bay Br.

July 31, 1936

Lindstrom & Feigenson
Parker and Banfield & T. E. Banfield
4784 Southeast 17th Street
Portland, Oregon

Gentlemen:

For your information, final inspection of the Waldport Bridge was made on June 15, 1936 and this will be considered as the completion date for work under this contract.

One time extension for 152 days, or from December 31, 1935 to June 1, 1936, has been granted you and before final estimate can be paid on this job, it will be necessary that we have a request from you for an additional time extension of 15 days, or until June 15, 1936. This request for time extension should be supported by consent of your sureties to such time extension.

Will you give this matter your early attention as we are desirous of clearing up and making final payment on this contract.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By

G. S. Paxson,
Acting Bridge Engineer

CAG:MM

cc - R. H. Baldock✓
J. M. Devers

alsea

#1620

July 10, 1936

Mr. John H. Barnett,
Manager, Surety Department,
Harvey Wells Insurance Agency,
412 Failing Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of July 8th concerning the Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield Contract No. 1620 - Bridge over Alsea Bay in Lincoln County.

You are advised that this contract was completed on June 15, 1936. Final payment has not yet been made. The total amount paid to date is $681,391.29 and the retained percentage is $68,504.00. The total amount of forse account work shown to date is $51,240.92.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

July 8, 1936

Mr. H.B. Glaisyer, Secretary:
State Highway Commission,
State of Oregon
Salem, Oregon

Dear Sir:

Re: Contract-Lindstrom &Feigenson;
Parker&Banfield & I.H.Banfield
Alsea Bay Bridge

Will you kindly give us the exact amount of the final contract price including extrasand of this amount, how much was forced account.

Thanking you in advance for your courtesy in this matter, we are

Yours very truly,

John H. Barnett
Manager, Surety Department

JHB:W

FORM 2-A-1 10M 4-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 30, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
BUILDING

Dear Sir:

I am attaching hereto letter from C. G. Stout, Waldport, withdrawing his bid of $100 for the office building used by bridge engineers in connection with the Alsea Bay bridge construction work.

You will recall that there were presented to the Commission at the last meeting three proposals for the purchase of this building, one being that of Mr. Stout at $100 and the others being for $40 and $25, respectively. The Commission accepted the bid of Mr. Stout at $100 on recommendation of Mr. Paxson. There were no bid deposits filed with any of these bids, at least there were none to my knowledge, so I presume that if Mr. Stout wishes to withdraw his bid we have no means of holding him to it, which indicates the desirability of having bid proposals accompanied by a bid deposit of some kind.

I have not acknowledged Mr. Stout's letter. I thought that you would perhaps wish to do so.

Very truly yours,

H B Glaisyer

Secretary

HBG:MBL

Encl.

Waldport, Oregon,
June 27, I936.

[illegible] 2 1936

Oregon State Highway Commission,
Salem, Oregon.

Dear Sir,

I would like to withdraw my bid of $I00.00 on the office building at the entrance of the Alsea Bridge.

Yours truly,

C. G. Stout.

ACKNOWLEDGED
H. B. GLAISYER

Alsea Br.

June 30, 1936.

Mr. R. H. Baldock
State Highway Engineer
BUILDING

Dear Sir:

I am attaching hereto letter from C. G. Stout, Waldport, withdrawing his bid of $100 for the office building used by bridge engineers in connection with the Alsea Bay bridge construction work.

You will recall that there were presented to the Commission at the last meeting three proposals for the purchase of this building, one being that of Mr. Stout at $100 and the others being for $40 and $25, respectively. The Commission accepted the bid of Mr. Stout at $100 on recommendation of Mr. Paxson. There were no bid deposits filed with any of these bids, at least there were none to my knowledge, so I presume that if Mr. Stout wishes to withdraw his bid we have no means of holding him to it, which indicates the desirability of having bid proposals accompanied by a bid deposit of some kind.

I have not acknowledged Mr. Stout's letter. I thought that you would perhaps wish to do so.

Very truly yours,

Secretary

HBG:MBL

Encl.

FORM B S-1 2000 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Bridge

June 24, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

Please be advised that on June 15th a final inspection of the Alsea Bay Bridge, our contract number 1620, P.W.A. Docket 962, was made by our Mr. A. G. Skelton accompanied by W. F. Tobey, Assistant State Engineer Inspector, W. M. Pinkney, Relief Engineer Inspector, and R. F. Kellogg, Resident Engineer Inspector.

Everything being found completed and in acceptable condition, we are recommending to the State Highway Commission that this project be accepted as of June 15th and the final payment be authorized. The commission will pass on this recommendation at their next meeting June 25, 26.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD

cc R. H. Corey
R. H. Baldock ✓
J. N. Devers
R. F. Kellogg

NOTED

Alsea Bay Bridge

June 24, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

Replying to your letter of June 23, stating that you have not received our acknowledgement of receipt of notices of claims forwarded from your office May 18, being claims of Sidney Pruner, Harold Hansen, Harry B. Hart and Art Aspholm against Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, for work on the Alsea Bay Bridge at Waldport:

Examination of our files reveals that these notices were duly received and copies thereof forwarded by us to the contractors and the several sureties on their bonds, but we find no record of a letter of acknowledgement to you. We regret the oversight, and hereby acknowledge receipt of the notices of claim above referred to.

Very truly yours,

Secretary

MBL

NOTED
H B GLAISYER

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] 1936

June 23, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

On May 18th I forwarded to your office copies of notices of claim by Sidney Premer, Harold Hansen, Harry B. Hart and Art Aspholm against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon. To date, your acknowledgments of these copies have not been received.

Will you kindly forward your acknowledgments in order to complete the records of this office?

Yours very truly,

Earl Snell
Secretary of State

S:FM

#1620

Alsea Bay Br.

June 23, 1936

Mr. H. B. Glaisyer

Office

Dear Sir:

For your information Lindstrom & Feigenson, et al have completed the work to be done under their contract number 1620 for the Alsea Bay Bridge.

Will you please secure authority from the commission to pay the contractors the final estimate on this job?

The work was completed and accepted on June 15, 1936.

Very truly yours,

G S Paxson

G. S. Paxson
Acting Bridge Engineer

CAG:DD

APPROVED BY HIGHWAY COMMISSION
DATE June 27, 1936
Secretary

#1620

Alsea Bay Br.

June 23, 1936

Mr. H. B. Glaisyer

Office

Dear Sir:

For your information Lindstrom & Feigenson, et al have completed the work to be done under their contract number 1620 for the Alsea Bay Bridge.

Will you please secure authority from the commission to pay the contractors the final estimate on this job?

The work was completed and accepted on June 15, 1936.

Very truly yours,

G S Paxson

G. S. Paxson
Acting Bridge Engineer

CAG:DD

APPROVED BY HIGHWAY COMMISSION
DATE June 27, 1936
Secretary

[illegible]-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Bridge

May 27, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

We hereby request your approval of a change order for the Alsea Bay Bridge at Waldport, P. W. A. Docket, No. 982.

This change covers the temporary barricading of uncompleted work as a safeguard to traffic, the removal of construction material from the readway and the necessary flagging of traffic until the completion of such portion of the work as would impair roadway clearances.

The purpose of this work was to permit opening the bridge in time to relieve the serious traffic congestion that would have occurred incidental to the dedication exercises on May 9, 1936 and that would have continued subsequent to that date. Also, to properly safeguard traffic until the contractors had completed that portion of their work that had to be done from the deck of the bridge.

Since this work was done for the convenience of the State and is not an obligation of the contractors under the terms of the contract, it would be classified as extra work and the payment therefor be made in accordance with Paragraph 1058 of the General Specifications.

Copies of Force Order No. 3 covering the above are enclosed. The additional cost of this work is estimated at $300.00

The contractors have indicated that work involved in this change and incidental to the opening of the bridge to traffic on May 9th, has caused a delay of fifteen days in the completion date of this contract. This claim will be considered when the contractors submit a request for a change in their completion date.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By
G. S. Paxson,
Acting Bridge Engineer

AG^{S}:MM
Encl.
cc - R. H. Baldock ✓
J. H. Devers
R. F. Kellogg
A. E. Johnson

Alsea Bay Bridge

#1620

May 28, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received from the Secretary of State notices of claims by Sidney Bruner, Harold Hansen, Harry D. Hart, and Art Aspholm against Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, for services performed by them in connection with the construction of the Alsea Bay Bridge at Waldport, Lincoln County, State Highway Contract No. 1620.

We are sending you and the other sureties on the bonds, also the contractor, copies of these notices of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MHL
Encl.- 4

cc - FIDELITY & DEPOSIT COMPANY OF MARYLAND
MASSACHUSETTS BONDING & INSURANCE COMPANY
HARTFORD ACCIDENT & INDEMNITY COMPANY
FIDELITY & CASUALTY COMPANY OF NEW YORK
COLUMBIA CASUALTY COMPANY

Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield

Bridge Department

J E Donaldson, PWA Auditor

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAY 19 1936
OREGON
STATE HIGHWAY COMMISSION

May 18, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by Sidney Pruner for $180.00 against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T.M.Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, which was received from Richards & Richards, 311 Lewis Building, Portland, and filed in this office on May 16th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

Enc. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAY 19 1936
OREGON
STATE HIGHWAY COMMISSION

May 18, 1936

Oregon State Highway Commission
Building

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by Harold Hansen for $121.00 against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, which has been filed in this office on May 16, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
enc. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAY 19 1936
OREGON
STATE HIGHWAY COMMISSION

May 18, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by Harry B. Hart for $175.00 against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, which was filed in this office on May 16th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

[illegible]
Encl. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAY 19 1936
OREGON
STATE HIGHWAY COMMISSION

May 18, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by Art Aspholm for $1 80.00 against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. M. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, which was filed in this office on May 16, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
Encl. 3

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, SIDNEY PRUNER, Laborer, has a claim for labor performed, as a Steel Worker's Helper in the sum of $180.00, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

Dated this 10 day of May, 1936.

SIDNEY PRUNER

Sworn to before me this 10 day of May 1936

(SEAL)

Mrs. Lee Doty
Notary Public
My com. expires Aug. [illegible], [illegible]

Endorsed: File No. 2555
Filed May 16, 1936
EARL SNELL
Secretary of State

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Harold Hansen, Laborer, has a claim for labor performed, as a concrete finisher in the sum of $121.00, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated underthe laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the
laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

Dated this 12 day of March, 1936.

HAROLD HANSEN

Sworn to and subscribed before me this 12 day of March, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My commission expires
November 7, 1939

Endorsed: File No. 2556
Filed May 16, 1936
EARL SNELL
Secretary of State

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Harold Hansen, Laborer, has a claim for labor performed, as a concrete finisher in the sum of $121.00, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated underthe laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under
the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated
under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated
under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated
under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated
under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the
laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

Dated this 12 day of March, 1936.

HAROLD HANSEN

Sworn to and subscribed before me this 12 day of March, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My commission expires
November 7, 1939

Endorsed: File No. 2556
Filed May 16, 1936
EARL SNELL
Secretary of State

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Harry B. Hart, Laborer, has a claim for labor performed, as a Concrete Finisher in the sum of $135.00, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

Dated this 12 day of March, 1936.

HARRY B. HART

Sworn to and subscribed before me this 12 day of March, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My Commission expires
November 7, 1939

Endorsed: File No. 2557
Filed May 16, 1936
EARL SNELL
Secretary of State

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Art Aspholm, Laborer, has a claim for labor performed, as a Carpenter in the sum of $1080.00, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the Stateof Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

Dated this 12 day of March, 1936.

ART ASPHOLM

Sworn to and subscribed before me this 12 day of Marhh, 1936.

(SEAL)

Oren R. Richards
Notary Public for Oregon
My commission expires Nov. 7, 1939.

Endorsed: File No. 2558
Filed May 16, 1936
EARL SNELL
Secretary of State

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bridge

May 22, 1936

NOTED
State Highway Engineer

Mr. V. L. Goodnight
Acting District Maintenance Director
State Highway Department
Corvallis, Oregon

Dear Sir:

I am enclosing several voucher forms to be used for any bills to be paid from the coast bridge fund. One of these voucher forms should accompany each bill regardless of the amount.

I am also enclosing order for state force work on contract project covering the flagging and other work to date, incidental to the opening of the Alsea Bay Bridge to traffic on May 9th.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By

A. G. Skelton
Project Engineer

AGS:DD
Enclosures

cc R. H. Baldock ✓
W. E. Chandler

FORM B-B-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 18, 1936

Mr. V. L. Goodnight

Corvallis, Oregon

Dear Sir:

Mr. Dresser has requested us to advise you that the prefix and account number for your charges for traffic flagging and barricading at the Alsea Bay Bridge during and after the dedicatory exercises.

We have made up an order for state force work on contract projects covering this work. The prefix is 21-1002, account number 834. Copies of this order will be forwarded to you as soon as they have been approved.

The cost of this work will come out of the coast bridge fund which is being handled as an entirely separate account. The funds being segregated from other state highway funds. In order that these charges may not be confused, it is requested that you keep all bills, payrolls, and charges entirely separate from your regular accounts; that in sending these in through your division office you attach a note they be forwarded directly to the bridge department. It is also requested that you forward this office a record of all charges made at the completion of this work so that we may check this against the bills that have been received to be sure that no item has been misplaced.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By

A. G. Skelton
Project Engineer

AGS:DD

cc R. H. Baldock
J. M. Bishop
W. E. Chandler

FORM 9-8-1 3M 2-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Br.

May 12, 1936

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

The contract for the construction of the Alsea Bay Bridge, our contract No. 1620, P.W.A. Docket 982, provides that all work included in that contract should be completed by December 31, 1935. Since changes in plans delayed the completion of the work on this structure approximately five months, we are hereby requesting your approval of an extension of time for this contract.

In accordance with P.W.A. Administrative Order No. 11, Supplement No. 1, we submit the following data in support of this request.

(a) Name of contractor and type of work: Lindstrom & Feigensen, Parker & Banfield, & T. H. Banfield. Construction of the concrete bridge across Alsea Bay.

(b) Date of execution of the contract by the owner and the contractor: April 25, 1934.

(c) Date of approval of the contract by the State Director: May 1, 1934.

(d) Date work started on the contract: May 1, 1934.

(e) Time of completion stated in the contract: December 31, 1935.

(f) Does not apply.

(g) 1. Physical per cent of the work completed to date of this request: Approximately 97 per cent complete.

2. Effect of the change on other principal contractors and on the project as a whole: None. Lindstrom

& Feigenson, Parker & Banfield, & T. H. Banfield are the only principal contractors on this job.

(h) The effect of the change on the seven items in the standard classification of project costs: None. See enclosed agreements with reference to bonus and penalty clauses.

(i) The effect of the change on the sureties obligation under the contractor's performance bond: None. See enclosed agreement with consent of sureties attached thereto.

(j) The extension of time requested: From December 31, 1935, to June 1, 1936. See agreements enclosed.

(k) The liquidated damages or the bonus and penalty stated in the contract. The contract for this work contains the following under the heading: "Liquidated Damages to be Paid in Case of Failure to Complete as Specified":

"* * * * , it is mutually agreed that as fixed, agreed and liquidated damages, the contractor shall pay to the State $100.00 per day for each calendar day after said completion date, until the work provided for in this contract is completed or accepted, and the contractor and his surety shall be liable for the amount of such damage or loss."

and "Bonus to be Paid if Work is Completed Before Specified Completion Date":

"In the event that the bridge is completed and ready for traffic before the specified completion date as stated elsewhere herein, a saving will accrue to the State, and for each and every day the bridge is under traffic (continuously and without further interruption of traffic) before the said specified completion date, the State will pay to the contractor a bonus of $50.00."

The enclosed memorandum of agreement waives the above bonus and penalty clauses from December 31, 1935, to June 1, 1936, but does not waive them after June 1, 1936. Further in support of our request for this extension of time, the contract carries under "Liquidated Damages to be Paid in Case of Failure to Complete as Specified" the following:

"Should such delay, if any, be occasioned by or on account of any act or cause chargeable to the State, then the time for the completion of said job will be extended for such additional period of time as is necessary to offset the delay chargeable to the State."

(1) Bids for this project were received April 5, 1934. The contracts for the work, however, were not executed by the commission until April 25, 1934, thus causing a delay of 20 days.

During the construction of the piers a serious scouring condition developed due to the obstruction caused by the placement of the pier foundations and the nature of the material the excavation was carried through. After several conferences between the Public Works Administration and the engineers for the Highway Commission the following procedure was decided upon as necessary to correct this condition:

(a) Revise the design for piers 4, 7, and 10 by lowering the footings for Pier No. 4 from elevation minus 21 to minus 30, Pier No. 7 from elevation minus 21 to minus 35 and Pier No. 10 from elevation minus 15 to minus 25. This work was covered by Change Order No. 4 AB approved by the State Engineer under date of December 12, 1934.

(b) Place riprap around footings of approach bents numbered 3 to 26, inclusive, riprap stream bed between Pier No. 10 and bent No. 3 and place riprap around all piers from number 3 to number 10, inclusive. This work was covered by Change Order No. 5 AB approved by the State Engineer under date of December 12, 1934.

The contractor's schedule of operations contemplated the construction of the piers and bents to above water level from the south shore to the north. Falsework on which the superstructure of the bridge was to be carried was to follow this bent and pier construction. Any delay in the construction of the foundations for the bents and piers would necessarily delay all subsequent construction and the final completion of the bridge.

The delays are enumerated below in items 2 to 5, which correspond with the item numbers in the Memorandum of Agreement between the Highway Commission and the contractors and are explained as follows:

(2) "Delay caused by the re-excavating for pier 10 due to changes in plan for this pier, November 20, 1934, to February 16, 1935 - 88 days." On November 20, 1934 the contractors were ordered to discontinue work on pier 10 due to the contemplated revision in design and depth of the pier. At this time the excavation had been completed to the original depth and according to original plans. Sheet piling had to be pulled and redriven and the pier re-excavated and it was not until February 16, 1935 that this excavation was completed in accordance with the revised plans. This delay held up all work north of pier 10 and therefore caused a delay of 88 days in the final completion of the job.

(3) "Delay due to the placing of additional concrete in the footing for pier 10 estimated at 7 days." The revised plans for the foundation of Pier No. 10 by increasing the size and depth increased the volume of concrete. While this delay cannot be exactly stated, consideration of the increased volume in relation to the original volume in the footings and the increased bracing necessary in the cofferdam would indicate a delay of at least seven days, and as the construction of the portion of the bridge north of Pier No. 10 was held up until they could cross Pier No. 10 this served to delay the entire job by this amount.

(4) "Delay in the construction of Pier No. 7 due to the necessity of procuring longer steel sheet piling for the revised footing of this pier - 21 days." As stated above the footings for Pier No. 7 were lowered from elevation minus 21 to elevation minus 35. The contractors had sheet piling on hand of sufficient length to permit the pier to be excavated to the depth shown in the original plans but these piling were not long enough to carry the footing to the changed elevation. New sheet piling were ordered by the contractors immediately after they were advised of the change. These sheet piling were not received at the job until February 20, 1935. Work was started on the pier immediately after the sheet piling were received. The pier was completed above water level and the sheet piling removed by June 25, 1935. In the meantime the contractors had constructed their falsework as far as Pier No. 7, completing the same on June 4th which was 21 days before Pier No. 7 was sufficiently completed for them to carry their falsework across. This delay served to hold up all construction operations north of Pier No. 7 and therefore constituted a delay of 21 days

Mr. [illegible] [illegible], Jr.

May [illegible], 19[illegible]

in the completion of the entire job.

(b) Delay caused by the interference with the contractors work by force account operations in connection with the [illegible] of abutment back footings and pier footings estimated at [illegible] days.

Early in December 19[illegible], this work started and continued intermittently for some six months. While an attempt was made to schedule this work so that it would interfere as little as possible with the contractors operations, it was necessary to truck the material in over their [illegible] roadway and in this and various other ways the contractors were caused to lose considerable time in their other operations. It is impossible to definitely establish the exact delay in the final completion of the job but a careful estimate made from the state would indicate a delay of at least [illegible] days.

The time extension based on the above mentioned delays was agreed to and was used as a basis for the Memorandum of Agreement between the Highway Commission and the contractors dated March [illegible], 19[illegible]. Copies of this Memorandum of Agreement are attached. Summarized, the delays are as follows:

1.	Award of contract	
2.	[illegible] [illegible] [illegible]	[illegible] days
3.	Additional [illegible], concrete, pier [illegible]	[illegible] "
4.	Delay at [illegible]	[illegible] "
5.	Delay caused by [illegible] piers and footings	[illegible] "
		[illegible] "
	Total delay	[illegible] days

In view of the above, we request your approval of this extension in the completion date of this project from December [illegible], 19[illegible] until June [illegible], 19[illegible].

Very truly yours,

[illegible]
State Highway Engineer

By

[illegible]
Acting Bridge Engineer

[illegible]
Enclosures
cc: [illegible]

[illegible]

in the completion of the entire job.

(5) "Delay caused by the interference with the contractors work by force account operations in connection with the riprapping of approach bent footings and pier footings estimated at 16 days."

Early in December 1934, this work started and continued intermittently for some six months. While an attempt was made to schedule this work so that it would interfere as little as possible with the contractors operations, it was necessary to truck the material in over their industrial roadway and in this and various other ways the contractors were caused to lose considerable time in their other operations. It is impossible to definitely establish the exact delay in the final completion of the job but a careful estimate made from the above would indicate a delay of at least 16 days.

The time extension based on the above mentioned delays was agreed to and was used as a basis for the Memorandum of Agreement between the Highway Commission and the contractors dated March 31, 1936. Copies of this Memorandum of Agreement are attached. Summarized, the delays are as follows:

1.	Award of Contract -	20	days
2.	Re-excavate Pier No. 10 -	88	"
3.	Additional footing concrete, Pier #10	7	"
4.	Delay at Pier No. 7 -	21	"
5.	Delay caused by riprapping piers and footings -	16	"
	Total Delay	152	days

In view of the above, we request your approval of this extension in the completion date of this project from December 31, 1935 until June 1, 1936.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
Enclosures
cc: R. H. Baldock

J. M. Devers
R. F. Kellogg
M. Dresser

Alsea Bay Br.

May 9, 1936

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

I thank you for your communication of May 8 in which you approve the partial use and occupancy of the Alsea Bay bridge.

Very truly yours,

State Highway Engineer

RHB:HI
cc Mr. G. S. Paxson

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

STATE DIRECTOR

[illegible] MAY [illegible] 1936

Portland, Oregon
May 8, 1936

IN REPLY PLEASE REFER TO

State Highway Commission,
Salem, Oregon

Subject: Partial Occupancy
Alsea Bay Bridge
Docket 982 (Oregon)

Gentlemen:

Attention: State Highway Engineer

We have your letter of April 21, requesting approval of use and occupancy of above bridge prior to the final acceptance thereof.

It appearing (1) that all insurance companies having insurance in effect on the bridge have been notified of the intended use and occupancy prior to completion; (2) that the contractors have advised you in writing that the proposed occupancy shall not be construed as an acceptance of the structure or any part thereof and that any claims which the State Highway Commission may have against the contractors shall not be deemed waived by such occupancy; and (3) it further appearing that all applicable building ordinances and regulations have been complied with:

The use and occupancy proposed by your letter of April 21 is hereby approved.

Yours very truly,

C. C. Hockley
Acting State Director (Oregon)

JFM:B

For the Administrator

3 cc R. H. Corey, with copy of State Highway Engineer's letter of April 21, 1936, attached
1 cc Chas. J. Maxcy " " " " " "
2 cc H. R. Munson " " " " " "
2 cc Applicant " " " " " "

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
STATE DIRECTOR

Portland, Oregon
May 8, 1936

IN REPLY PLEASE REFER TO

State Highway Commission,
Salem, Oregon

Subject: Partial Occupancy
Alsea Bay Bridge
Docket 982 (Oregon)

Gentlemen:

Attention: State Highway Engineer

We have your letter of April 21, requesting approval of use and occupancy of above bridge prior to the final acceptance thereof.

It appearing (1) that all insurance companies having insurance in effect on the bridge have been notified of the intended use and occupancy prior to completion; (2) that the contractors have advised you in writing that the proposed occupancy shall not be construed as an acceptance of the structure or any part thereof and that any claims which the State Highway Commission may have against the contractors shall not be deemed waived by such occupancy; and (3) it further appearing that all applicable building ordinances and regulations have been complied with;

The use and occupancy proposed by your letter of April 21 is hereby approved.

Yours very truly,

C. C. Hockley
Acting State Director (Oregon)

JFM:B

For the Administrator

3 cc R. H. Corey, with copy of State Highway Engineer's letter of April 21, 1936, attached
1 cc Chas. J. Maxey " " " " " "
2 cc H. R. Munson " " " " " "
3 cc Applicant " " " " " "

copy

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Mr. C. C. Hockley
Acting State Director
Public Works Administration
805 Failing Building
Portland, Oregon

Dear Sir:

Construction on the Alsea Bay Bridge at Waldport will have progressed to such a point that highway traffic may be carried across the structure on May 9, 1936, or within a few days thereafter depending on the completion of the stripping and finishing of that portion of the tied arches extending across the roadway. As soon as this work is done all obstructions on the roadway surface can be removed and the bridge opened to uninterrupted service. The completion of the surface finish and other work remaining to be done can be handled without the necessity of obstructing the roadway or other inconvenience.

P.W.A. circular No. 29448 provides that before partial occupancy of a structure the applicant shall secure the approval of the State Director for such partial occupancy and also requires that all insurance companies who have written insurance on the project are notified of the intended occupancy. This circular also provides that the contractor be advised in writing that the occupancy of the structure shall not be construed as an acceptance and that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. It is further required that all building ordinances and regulations shall have been complied with.

In support of the above I am attaching copies of letters to Lindstrom & Feigenson, Parker & Banfield, & T. H. Banfield, general contractors; Yachats Sand & Gravel Company, subcontractors on the furnishing of concrete sand; Moon & Taylor, subcontractors on hauling the cement to the job; and the Great American Indemnity Company of New York who carry the general contractor's insurance. The policies issued by this company cover all activities on the job, no additional insurance being carried by the subcontractors.

This being a bridge structure there are no building ordinances applicable and the only regulations are those of the War Department which have been complied with.

We would appreciate an early receipt of your approval of this partial occupancy.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson (Signed)
Acting Bridge Engineer

AGS:GM
Enclosure
CC: R. H. Baldock
J. M. Devers
R. F. Kellogg
M. Dresser

Alsea Bay

May 7, 1936

Massachusetts Bonding & Insurance Co.
Northwest Department
Hoge Building
Seattle, Washington

Attention: W. B. Hitchcock, Manager
Northwest Claim Dep't.

Gentlemen:

In reply to your letter of the 6th inst., requesting further information on the Alsea Bay Bridge contract (State Highway Contract No. 1620), I wish to state that this contract was awarded on April 25, 1934 to Lindstrom & Feigenson, Parker & Banfield & T. H. Banfield, a corporation doing business at 7923 N. E. Halsey St., Portland, Oregon. This job has not yet been completed and accepted, but is scheduled to be finished by June 1, 1936. Bonds for this contract were written by the following companies: The Great American Indemnity, the Hartford Accident & Indemnity, the Fidelity & Deposit Company of Maryland, the Fidelity & Casualty Company of New York, the Columbia Casualty Company, and the Massachusetts Bonding and Insurance Company.

M. L. Gilbert, Mead Building, Portland, appears as Attorney-in-Fact for your own company and the signature of C. A. Tomassene is given for Resident Agent of the Massachusetts Bonding & Insurance Co. Mr. Tomassene's address, according to our records, is the Wilcox Building, Portland, Oregon.

Trusting this information is what your require, I remain

Very truly yours,

Secretary

DP

J. FALVEY, President

MASSACHUSETTS BONDING AND INSURANCE COMPANY

HOME OFFICE, BOSTON, MASSACHUSETTS

FIDELITY AND SURETY BONDS AND CASUALTY INSURANCE

NORTHWEST DEPARTMENT
A. O. STUBERG, MANAGER
HOGE BUILDING
TELEPHONE: MAIN 4400

SEATTLE, WASHINGTON

RECEIVED
MAY 7 1936
OREGON

May 6, 1936

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

We are in receipt of a carbon copy of the letter you wrote May 1 to the Great American Indemnity Company concerning claim being made by a client of Howard M. Brownell, attorney of Eugene, Oregon, against the contractors and sureties for the construction of the Alsea Bay bridge at Waldport, on the Oregon Coast Highway (State Highway Contract No. 1620).

We do not seem to be able to locate a record of having executed a bond on this job, and so that we may make a further check, we should appreciate your advising the contract date, the date the work was completed and accepted, and the name of our agent who wrote the bond if that appears on your records.

Thank you for your assistance. A stamped return envelope is enclosed for your reply.

Very truly yours,

W B Hitchcock

MANAGER
Northwest Claim Department

WBH:MM

#1620

Alsea Bay Br.

May 1, 1936

GREAT AMERICAN INDEMNITY COMPANY
    Agent: Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are enclosing a carbon copy of a letter which we have today received from Howard M. Brownell, Attorney at Law, Eugene, setting forth the claim of a client of his against the contractors and their sureties for the construction of the Alsea Bay bridge at Waldport, on the Oregon Coast Highway (State Highway Contract No. 1620).

This notice is being sent you inasmuch as you appear as one of the sureties on the bond furnished by the contractors. Copies of the same are also being sent to the other sureties and to the contractors, Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, joint venture.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

cc - FIDELITY & DEPOSIT COMPANY OF MARYLAND
MASSACHUSETTS BONDING & INSURANCE COMPANY
HARTFORD ACCIDENT & INDEMNITY COMPANY
FIDELITY & CASUALTY COMPANY OF NEW YORK
COLUMBIA CASUALTY COMPANY

Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield
    7925 N. E. Halsey Street, Portland, Ore.

G. S. Paxson, Bridge Engineer

J. E. Donaldson, PWA Auditor

May 1, 1936

Mr. Howard M. Brownell
Attorney at Law
Eugene, Oregon

Dear Mr. Brownell:

In response to your request of April 29 for the names and addresses of the contractors and their sureties for the construction of the Alsea Bay bridge at Waldport, State Highway Contract No. 1620:

Contractors: Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, doing business as a joint venture at 7925 N.E. Halsey Street, Portland, Ore.

Sureties:

GREAT AMERICAN INDEMNITY COMPANY
Agent: Harvey Wells Insurance Agency
Failing Building, Portland, Ore.

FIDELITY & DEPOSIT COMPANY OF MARYLAND
MASSACHUSETTS BONDING & INSURANCE COMPANY
Agent: C. A. Tomassene
Wilcox Building, Portland, Oregon

HARTFORD ACCIDENT & INDEMNITY COMPANY
Agent: L. M. Miller
Spalding Building, Portland, Ore.

FIDELITY & CASUALTY COMPANY OF NEW YORK
Agent: Pallett, Sturm, Reed Company
Porter Building, Portland

COLUMBIA CASUALTY COMPANY
Agent: W. E. Taylor
American Bank Building, Portland, Ore.

I trust this covers the information you require.

Very truly yours,

Secretary

MBL

May 1, 1936

Mr. Howard M. Brownell
Attorney at Law
Eugene, Oregon

Dear Mr. Brownell:

In response to your request of April 29 for the names and addresses of the contractors and their sureties for the construction of the Alsea Bay bridge at Waldport, State Highway Contract No. 1620:

Contractors: Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, doing business as a joint venture at 7925 N.E. Halsey Street, Portland, Ore.

Sureties: GREAT AMERICAN INDEMNITY COMPANY
Agent: Harvey Wells Insurance Agency
Failing Building, Portland, Ore.

FIDELITY & DEPOSIT COMPANY OF MARYLAND
MASSACHUSETTS BONDING & INSURANCE COMPANY
Agent: C. A. Tomassene
Wilcox Building, Portland, Oregon

HARTFORD ACCIDENT & INDEMNITY COMPANY
Agent: L. M. Miller
Spalding Building, Portland, Ore.

FIDELITY & CASUALTY COMPANY OF NEW YORK
Agent: Pallett, Sturm, Reed Company
Porter Building, Portland

COLUMBIA CASUALTY COMPANY
Agent: W. E. Taylor
American Bank Building, Portland, Ore.

I trust this covers the information you require.

Very truly yours,

Secretary

MBL

HOWARD M. BROWNELL
Attorney at Law
Eugene, Oregon.

[illegible] 1 1936
[illegible]

Eugene, Oregon.
April 29, 1936.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

I have a client who furnished piling to a Mr. C. H. Fisher which was used in the construction of the Waldport Bridge. Mr. Fisher, I understand was a sub-contractor. The contractors I have been informed are Lindstrom and Fagison. My client has been unable to collect his money for the piling from Mr. Fisher. Will you kindly write me giving me the name and address of the bonding company for the contractors on this work and also the address of the contractors.

Thanking you in advance for this information, I am,

Very truly yours,

Howard M. Brownell

HMB-LS.

[illegible]-1 5M 2-30

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea Bay Br.

May 1, 1934.

Mr. C. C. Hockley
Acting State Director
Public Works Administration
806 Failing Building
Portland, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Herewith copy of letter from Lindstrom & Feigenson, Parker & Banfield, and T. E. Banfield, giving their consent to partial use and occupancy of the Alsea Bay Bridge.

The original of this letter is in our files.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

Enclosure

LINDSTROM & FEIGENSON - PARKER & BANFIELD

General Contractors

4784 S. E. 17th Avenue - Phone SE 6182
Portland, Oregon.

April 30, 1936.

Mr. G. S. Paxson
Acting Bridge Engineer
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt, this morning, of your April 20, 1936 letter, advising that it is your intention to open the Alsea Bay Bridge to highway traffic on or about May 9, 1936; however, that since all of the work on this project will not have been completed at that time, such opening to travel constitutes partial use and occupancy of the project; and requesting our acceptance of the provisions as outlined.

We hereby signify our acceptance of the provisions as outlined in your letter of April 20, 1936, above referred to.

Very truly yours,

LINDSTROM & FEIGENSON
PARKER & BANFIELD and
T. H. Banfield

By T. H. Banfield (signed)

T. H. Banfield

NOTE:

This is an exact copy of the original letter from the above firm, which original letter is retained in our permanent file on the Alsea Bay Bridge.

G. S. Paxson

Alsea Bay Bridge

LINDSTROM & FEIGENSON - PARKER & BANFIELD
GENERAL CONTRACTORS
4784 S. E. 17TH AVENUE - PHONE SELLWOOD 6182
PORTLAND, OREGON

RECEIVED
MAY 1 1936

April 30, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

My dear Mr. Baldock: Re: ALSEA BAY BRIDGE

Attached is copy of my letter dated April 30, 1936, acknowledging Mr. Paxson's April 20, 1936 letter, which was received this morning.

With kind regards,

Sincerely yours,

T H Banfield

T H BANFIELD

Attachment

April 30, 1936

Mr. G. S. Paxson
Acting Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is to acknowledge receipt, this morning, of your April 20, 1936 letter, advising that it is your intention to open the Alsea Bay Bridge to highway traffic on or about May 9, 1936; however, that since all of the work on this project will not have been completed at that time, such opening to travel constitutes partial use and occupancy of the project; and requesting our acceptance of the provisions as outlined.

We hereby signify our acceptance of the provisions as outlined in your letter of April 20, 1936, above referred to.

Very truly yours,

LINDSTROM & FEIGENSON
PARKER & BANFIELD and
T. H. BANFIELD

By____________________________
T. H. BANFIELD

CC Mr R H Baldock
State Hiway Engineer

C. H. PURCELL, STATE HIGHWAY ENGINEER
CHIEF OF DIVISION

FRANK F. MERRIAM
GOVERNOR OF CALIFORNIA

EARL LEE KELLY
DIRECTOR

STATE OF CALIFORNIA
Department of Public Works
SACRAMENTO

DIVISION OF HIGHWAYS
PUBLIC WORKS BUILDING

Alsea Bay Br.

APR 29 1936
OREGON

PLEASE REFER TO
FILE NO.

April 24, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sam:

Further reference is made to your letter of April 6th and my reply of April 21st, wherein you extend an invitation to attend the dedication ceremonies for the Alsea Bay Bridge, on May 9th.

While in Sacramento yesterday, I had an opportunity to call this dedication to the attention of Mr. F. W. Panhorst, Bridge Engineer; and he has accepted your invitation.

It would have given me a great amount of pleasure to be able to be present at that time and to renew many former acquaintances whom I am sure will be present; but as advised you before, this will be impossible. I am planning on attending the Western Association meeting in Phoenix next week, and I will see you at that time.

With kindest personal regards, I am,

Yours very truly,

C. H. Purcell
C. H. PURCELL
State Highway Engineer

FORM S-A-1 5M 1-36

COMMISSIONERS
HENRY F. CASELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Extra
Alsea Bay

OREGON STATE HIGHWAY COMMISSION

SALEM

April 24, 1936

IN REPLY PLEASE REFER TO FILE NO.

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received from the Secretary of State notice of claim by J. F. Travor for $576.00 against Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, 7925 N. E. Halsey Street, Portland, for labor performed in connection with the construction of the Alsea Bay Bridge on the Oregon Coast Highway, at Waldport, State Highway Contract No. 1620.

Copy of this notice is being sent you and the other sureties on the bond and to the contractor.

Very truly yours,

Secretary

MBL
Encl.

cc - Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield
    7925 N. E. Halsey Street, Portland
  FIDELITY & DEPOSIT COMPANY OF MARYLAND
    C. A. Tomassene, Agent, Wilcox Building, Portland
  MASSACHUSETTS BONDING AND INSURANCE COMPANY
    C. A. Tomassene, Agent
  HARTFORD ACCIDENT AND INDEMNITY COMPANY
    L. M. Miller, Agent, Spalding Building, Portland
  FIDELITY AND CASUALTY COMPANY OF NEW YORK
    Pallett, Sturm, Reed Company, Agent, Porter Building, Portland
  COLUMBIA CASUALTY COMPANY
    W. E. Taylor, Agent, American Bank Building, Portland

  Bridge Department

  J M Devers, Attorney

  J E Donaldson, Acting Project Auditor, PWA Office

#16.20

Alsea Bay Bridge

April 24, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received from the Secretary of State notice of claim by J. P. Traver for $575.00 against Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield 7923 N.E. Halsey Street, Portland, for labor performed in connection with the construction of the Alsea Bay Bridge on the Oregon Coast Highway, at Waldport, State Highway Contract No. 1620.

Copy of this notice is being sent you and the other sureties on the bond and to the contractor.

Very truly yours,

Secretary

[redacted]
Encl

cc - Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield
7923 N. E. Halsey Street, Portland
FIDELITY & DEPOSIT COMPANY OF MARYLAND
C. A. Tomassene, Agent, Wilcox Building, Portland
MASSACHUSETTS BONDING AND INSURANCE COMPANY
C. A. Tomassene, Agent
HARTFORD ACCIDENT & INDEMNITY COMPANY
L. M. Miller, Agent, Spalding Building, Portland
FIDELITY & CASUALTY COMPANY OF NEW YORK
Pallett, Sturm, Reed Co., Agent, Porter Building, Portland
COLUMBIA CASUALTY COMPANY
W. E. Taylor, Agent, American Bank Building, Portland

Bridge Department

J M Devers, Attorney

J E Donaldson, Acting Project Auditor, PWA Office

April 24, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

This will acknowledge receipt of your letter of April 22 enclosing three copies of a notice of claim by F. J. Travor for $567.00 against Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield and their sureties, for labor performed in connection with the construction of the Alsea Bay Bridge at Waldport, State Highway Contract No. 1620. [illegible]

Copies of this notice of claim will be sent to the contractors and to the sureties on their bond.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

APR 23 1936

April 22, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of anotice of claim by J. F. Travor for $567.00 against the bond taken from Lindstrom & Feigenson,Parker & Banfield & T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, which was received from Richards & Richards, Attorneys, Portland, Oregon, and filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S FM
encl. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

APR 23 1936

April 22, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of anotice of claim by J. F. Travor for $567.00 against the bond taken from Lindstrom & Feigenson, Parker & Banfield & T. H. Banfield, principals, and Great American Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Hartford Accident & Indemnity Company, Fidelity & Casualty Company of New York and Columbia Casualty Company, sureties, for work on the Alsea Bay Bridge at Waldport, Oregon, which was received from Richards & Richards, Attorneys, Portland, Oregon, and filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S FM
encl. 3

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, JESS TRAVOR, laborer, has a claim for labor performed, as a concrete finisher in the sum of $\$567^{no}$, against the bond taken from LINDSTROM & FEIGENSON, a corporation, incorporated under the laws of the State of Oregon; PARKER & BANFIELD, a corporation, incorporated under the laws of the State of Oregon, and T. H. BANFIELD, an individual, as Principals, and

GREAT AMERICAN INDEMNITY COMPANY, incorporated under the laws of the State of New York,
FIDELITY & DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland,
MASSACHUSETTS BONDING & INSURANCE COMPANY, incorporated under the laws of the State of Massachusetts,
HARTFORD ACCIDENT & INDEMNITY COMPANY, incorporated under the laws of the State of Connecticut,
FIDELITY & CASUALTY COMPANY OF NEW YORK, incorporated under the laws of the State of New York,
COLUMBIA CASUALTY COMPANY, incorporated under the laws of the State of New York,

as Sureties, for his labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway, in Lincoln County, at Waldport, Oregon.

That the said bond was executed by the above named Principals and Sureties herein, to insure and guarantee to all persons, who performed labor and services in the construction of the Alsea Bay Bridge, Bridge No. 1746, on the Oregon Coast Highway in Lincoln County, at Waldport, Oregon, would be paid for their labor and services upon said bridge.

Dated this 12th day of March, 1936.

J. F. TRAVOR

Subscribed and sworn to before me this 12th day of March, 1936.

(NOTARIAL SEAL)

VICTOR OLLIVER
Notary Public for Oregon.
My Com. Ex. May 1, 1936.

Endorsed: File No. 2554
Filed April 22, 1936
EARL SNELL
Secretary of State

FORM [illegible] 1500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

NOTED
State Highway Engineer

Mr. C. C. Hockley
Acting State Director
Public Works Administration
608 Failing Building
Portland, Oregon

Dear Sir:

Construction on the Alsea Bay Bridge at Waldport will have progressed to such a point that highway traffic may be carried across the structure on May 9, 1936, or within a few days thereafter depending on the completion of the stripping and finishing of that portion of the tied arches extending across the roadway. As soon as this work is done all obstructions on the roadway surface can be removed and the bridge opened to uninterrupted service. The completion of the surface finish and other work remaining to be done can be handled without the necessity of obstructing the roadway or other inconvenience.

P.W.A. circular No. 29445 provides that before partial occupancy of a structure the applicant shall secure the approval of the State Director for such partial occupancy and also requires that all insurance companies who have written insurance on the project are notified of the intended occupancy. This circular also provides that the contractor be advised in writing that the occupancy of the structure shall not be construed as an acceptance and that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. It is further required that all building ordinances and regulations shall have been complied with.

In support of the above I am attaching copies of letters to Lindstrom & Feigenson, Parker & Banfield, & T. H. Banfield, general contractors; Yachats Sand & Gravel Company, subcontractors on the furnishing of concrete sand; Moon & Taylor, subcontractors on hauling the cement to the job; and the Great American Indemnity Company of New York who carry the general contractor's insurance. The policies issued by this company cover all activities on the job, no additional insurance being carried by the subcontractors.

This being a bridge structure there are no building ordinances applicable and the only regulations are those of the War Department which have been complied with.

We would appreciate an early receipt of your approval of this partial occupancy.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
Enclosure
cc: R. H. Baldock ✓
J. M. Devers
R. F. Kellogg
M. Dresser

28182 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 20, 1936

Lindstrom & Feigenson, Parker
& Banfield, & T. H. Banfield
7923 N. E. Halsey Street
Portland, Oregon

Gentlemen:

It is our intention to open the Alsea Bay Bridge to highway traffic on May 9, 1936, or as soon thereafter as the readway surface can be freed of obstructions and any other restrictions to travel can be removed.

Since all of your work on this project will not have been completed at this time, such opening to travel constitutes partial use and occupancy of the project. The Public Works Administration's rules provide in such cases all insurance companies which have written insurance on the project be notified of the intended occupancy and that the contractor be notified in writing by the owner that the occupancy of the project or any part thereof shall not be construed as an acceptance of the project or any part thereof; and that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy.

It is also agreed that this partial occupancy shall not be used as a basis for any claim as to extension of time on this project.

Attached hereto are copies of notices to your subcontractors and to insurance companies of the intended occupancy.

This letter constitutes notice to you of the above partial use and occupancy and we would appreciate acknowment of receipt and formal acceptance of the provisions thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
cc: C. C. Hockley
R. H. Baldock✓
J. M. Devers
R. F. Kellogg
M. Dresser
Yachats Sand & Gravel Co.
Moon & Taylor
Great American Indemnity Company
of New York

1500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 20, 1936

Yachats Sand & Gravel Company

Yachats, Oregon

Gentlemen:

For your information I am enclosing a copy of a letter this day mailed to Lindstrom & Feigenson, Parker & Banfield, & T. E. Banfield, contractors for the Alsea Bay Bridge at Waldport, on which project you have the subcontract for the furnishing of concrete sand.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
cc: C. C. Hockley
R. H. Baldock ✓
J. M. Devers
M. Dresser
R. F. Kellogg
Lindstrom & Feigenson, et.al.

ISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 20, 1936

Great American Indemnity Company
of New York
One Liberty Street
New York, New York

Gentlemen:

Enclosed is a copy of a letter the original of which was sent today to Lindstrom & Feigenson, Parker & Banfield, & T. H. Banfield, contractors for the construction of the bridge over Alsea Bay at Waldport.

You will note that in this letter the Highway Commission has advised the contractor that it is their intention to open the structure to highway traffic on May 9, 1936, or as soon thereafter as any obstructions on the roadway surface are removed and the structure can be opened to unobstructed traffic.

The Public Works Administration requires that notice of such partial use of the structure be given to contractors and to the insurance companies who have written insurance on the project, therefore, this letter is addressed to you since you carry their insurance on this structure and a copy of the letter to Lindstrom & Feigenson, Parker & Banfield, & T. H. Banfield is enclosed for the prupose of conforming with the requirements of the Public Works Administration.

We will appreciate a letter from you acknowledging receipt of this communication so that it may be placed in our permanent files.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
cc: C. C. Hockley
R. H. Baldock ✓
J. M. Devers
M. Dresser
R. F. Kellogg
Lindstrom & Feigenson, et.al.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 20, 1936

Moon & Taylor

Waldport, Oregon

Gentlemen:

For your information I am enclosing a copy of a letter this day mailed to Lindstrom & Feigenson, Parker & Banfield, & T. H. Banfield, contractors for the Alsea Bay Bridge at Waldport, on which project you have the subcontract for the hauling of cement to the job.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
cc: C. C. Hockley
R. H. Baldock
J. M. Devers
M. Dresser
R. F. Kellogg
Lindstrom & Feigenson, et. al.

Alsea Bay Bridge

April 11, 1936

Mr. C. C. Hockley
Acting State Director (Oregon)
Federal Emergency Administration of Public Works
508 Failing Building
Portland, Oregon

Re: Wage Claims - Five Coast Bridges -
Docket No. 982 (Oreg.)

Dear Mr. Hockley:

This acknowledges receipt of your letter of the 8th inst. in regard to thirty four claims for wages that have been filed against the Alsea Bay Bridge contract.

I am handing your letter to our Attorney, Mr. J. M. Devers, for reply as to legal features. I have also furnished Mr. Devers with a list of the claims filed in this office against each of the Coast Highway Bridges so he can forward them to you in his letter.

Very truly yours,

Secretary

HBG:dp
CC Mr. J. M. Devers

Mr. Devers:

Mr. Baldock has asked me to turn this letter over to you for reply. When you are ready for the list of claims let me know and will be glad to furnish you with the same.

H.B.G.

Alsea Bay Bridge Dedication
and
Annual Crab Festival

April 3, 1936

Mr. Geo. G. Peil, General Chairman
Alsea Bay Bridge Dedication Committee
Waldport, Oregon

Dear Sir:

I thank you for your invitation of March 28, and will endeavor to make a short talk at the dedication ceremony on May 9 at 11:00 A. M. As you suggest, I shall be glad to introduce the various members of the Highway Department who have been intimately connected with the building of this bridge.

Very truly yours,

State Highway Engineer

RHB:HI

Alsea Bay Bridge Dedication
and
Annual Crab Festival

Waldport, Oregon, May 8, 9 and 10, 1936

OFFICIAL OPENING OF THE MILLION DOLLAR COAST HIGHWAY BRIDGE

GEORGE G. PEIL,
General Manager

SAM SLOCUM
Director

COMMITTEES

GEORGE G. PEIL,
DR. F. GILL EDWARDS,
CLAUD HALL,
DESMOUND FULP,
Executive, Finance, and Budget

ED STARR,
Concessions

EDGAR BLOOM,
PAUL SASSE,
Publicity, Advertising

DESMOUND FULP,
Queen Contest

JOE KITCHEN,
Sports Contests

ED FRANKLIN,
Decorations

WM. GOGGINS,
JACK GRIMES,
Housing

DR. J. H. ROMAONE,
Prizes

C. A. SWOPE,
BOB HOWE,
Entertainment

WM. KEADY,
Reception

JOHN GREENBO,
Transportation

DICK ANDERSON,
Crab and Sea Foods

WM. GOFF
Official Photographer

March 28, 1936

MAR 31 1936

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Under separate cover we are sending you a formal invitation to attend the Alsea Bay bridge dedication, which is to take place in this city on May 8th, 9th and 10th. The time of the dedication itself is on May 9th at 11:00 A. M., followed by a banquet that evening at 6:30.

We are very desirous of having you as one of the speakers, both at the bridge ceremonies and at the evening affair.

In addition to making a talk, we would like to have you introduce the various members of your staff and others who had a part in the building of this bridge.

Inasmuch as our program is going to press within the next few days, we would appreciate your advising us as to whether or not you can accept this invitation. We sincerely hope that you can.

Very truly yours,

WALDPORT AND YACHATS
CHAMBERS OF COMMERCE

By Geo. G. Peil
General Chairman, Alsea Bay
Bridge Dedication Committee.

GGP:GS

#1620

Alsea Bay Bridge

April 1, 1936

Richards & Richards
311-314-315 Davis Building
Portland, Oregon

Dear Sirs:

In response to your request of the 31st ult., I am forwarding to you today, by express, one certified copy of the contract between the State Highway Commission and Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield for the construction of the Alsea Bay Bridge on the Oregon Coast Highway at Waldport, together with ten uncertified copies of the special provisions relating to labor. The bond furnished in connection with the job is included in the back part of the contract form.

I am not complying with your request by sending two certified copies of the contract, due to the fact that our supply of forms is getting quite low and it is our thought that you did not absolutely need two copies for the two claims that you have.

I trust that this is satisfactory. This letter also acknowledges receipt of the affidavits of the claims of Roy K. Davis and S. H. Herold, rising out of this contract. Receipt was not acknowledged earlier because I have been out of the office for a couple of weeks on account of illness and have just returned.

Very truly yours,

Secretary

HBG:dp

RMAN S. RICHARDS
RES. PHONE EAST 9477

OREN R. RICHARDS
RES. PHONE EAST 9477

RICHARDS & RICHARDS
LAWYERS
311-314-315 DAVIS BUILDING
THIRD AVENUE AT WASHINGTON ST.
OFFICE PHONE ATWATER 8760

PORTLAND, OREGON

APR 1 1936

March 31, 1936

State Highway Commission
Salem, Oregon

Gentlemen:

A week ago I was directed to your office by the Secretary of State. I desired two certified copies of the plans and specifications of the Alsea Bay Bridge at Waldport, Oregon, and in accordance with the statutes I gave to the Highway Commission in Salem, two affidavits of laborers on the Alsea Bay Bridge, and requested that I be given two certified copies in accordance with the statute.

I also requested ten uncertified copies of the Special Provisions, which I desire to serve on the persons who are liable for the payment of wages.

Please send them to me, and if you are unable to send them, let me know the reason why.

Yours respectfully,

RICHARDS & RICHARDS

Oren R Richards

ORR:E

Jorin
Send these for me please
WHB

April 1, 1936

Great American Indemnity Co.
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as the surety on the bond furnished by Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield in connection with their contract with the State Highway Commission for the construction of the bridge across Alsea Bay on the Oregon Coast Highway at Waldport, that we have received from Richards & Richards, Lawyers, Portland, claims of Roy K. Davis and Stephen H. Herold, stating further amounts which they allege are due and payable to them by the above contractors in connection with this bridge construction.

Mr. Davis' claim is in the amount of $878.50 and Mr. Herold's claim is in the amount of $270.00.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:dp
CC Lindstrom & Feigenson, Parker & Banfield, T. H. Banfield
Fidelity & Deposit Co, of Maryland
Massachusetts Bonding & Insurance Co.
Hartford Accident & Indemnity Company
Fidelity & Casualty Co. of New York
Columbia Casualty Co. of
Bridge Department

1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 23, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. James McFarland,
Office.

Dear Mr. McFarland:

Attached are two affidavits which Attorney Richards left at the office with his request for two certified copies of the Waldport bridge contract.

He also wants eight copies of the Government's special labor provisions and eight copies of the State's special labor provisions which are attached to the contract.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.

OREN R. RICHARDS
RES. PHONE EAST 8

RICHARDS & RICHARDS
LAWYERS

311 AND 314 DAVIS BUILDING
THIRD NEAR WASHINGTON

OFFICE PHONE ATWATER 8760
PORTLAND, OREGON

FFIDAVIT

STATE OF OREGON :
: SS.
County of Lincoln:

I, ROY K. DAVIS, being first duly sworn on oath, depose and say:

That I performed labor and rendered services to Lundstrom & Feigenson, Contractors, on the Walport Bridge.

That I worked for Lundstrom & Feigenson on the Walport Bridge for sixty-five (65) weeks, as a Steel Worker, at the rate of $1.20 per hour. That I performed labor and services for the said contractors amouting to the sum of $2340.00.

That the said Lundstrom & Feigenson have paid me the sum of $1462.50. That there is now due me for labor performed for the said Lundstrom & Feigenson on the Walport Bridge, the sum of $878.50. That the said Lundstrom & Feigenson have not paid me for the work and services which I performed for them on the Walport Bridge.

That there are no other set offs or counter claims and the amount of $878.50 is justly due me.

Roy K Davis

AFFIDAVIT

STATE OF OREGON :
: SS.
County of Lincoln:

I, ROY K. DAVIS, being first duly sworn on oath, depose and say:

That I performed labor and rendered services to Lundstrom & Feigenson, Contractors, on the Walport Bridge.

That I worked for Lundstrom & Feigenson on the Walport Bridge for sixty-five (65) weeks, as a Steel Worker, at the rate of $1.20 per hour. That I performed labor and services for the said contractors amouting to the sum of $2340.00.

That the said Lundstrom & Feigenson have paid me the sum of $1462.50. That there is now due me for labor performed for the said Lundstrom & Feigenson on the Walport Bridge, the sum of $878.50. That the said Lundstrom & Feigenson have not paid me for the work and services which I performed for them on the Walport Bridge.

That there are no other set offs or counter claims and the amount of $878.50 is justly due me.

Roy K Davis

SUBSCRIBED and sworn to before me this 5 day of March, 1936.

Mrs Lee [illegible]
Notary Public for Oregon
My commission Expires: aug 28-1939

AFFIDAVIT

STATE OF OREGON)
SS.
COUNTY OF LINCOLN)

I, S. H. HEROLD, being first duly sworn on oath, depose and say:

That I performed labor and rendered services to Lindstrom & Feigenson, Contractors, on the Walport Bridge. That I worked for Lindstrom & Feigenson on the Walport Bridge for Twenty (20) weeks, as a Cement Finisher, at the rate of $1.20 per hour. That I performed labor and services for the said contractors amounting to the sum of $720.00.

That the said Lindstrom & Feigenson have paid me the sum of $450.00. That there is now due me for labor performed for the said Lindstrom and Feigenson on the Walport Bridge, the sum of $270.00. That the said Lindstrom & Feigenson have not paid me for the work and services which I performed for them on the Walport Bridge.

That there are no other set offs or counter claims and the amount of $270.00 is justly due me.

Stephen H. Herold

SUBSCRIBED and sworn to before me this 6 day of March, 1936.

Mrs Lee Hobel
Notary Public for Oregon
My commission expires: aug. 28-1939

COPY

ALSEA BAY BRIDGE DEDICATION AND ANNUAL CRAB FESTIVAL

Waldport, Oregon May 8, 9 and 10, 1936

Official Opening of the Million Dollar Coast Highway Bridge

March 28, 1936

State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Gentlemen:

Every effort is being made by members of our joint organizations to make the Alsea Bay bridge dedication and annual crab festival, scheduled to take place in our communities, May 8th, 9th and 10th, an outstanding event.

We are anticipating an unusually large crowd, and would like to ascertain if there is not some way that your honorable body can arrange to put additional ferries in service across Yaquina Bay.

If this would be possible, we would greatly appreciate your cooperation, and assure you that it would contribute much to the convenience of our visitors.

Trusting that this request will have your favorable consideration, we are

Respectfully yours,

WALDPORT AND YACHATS
CHAMBERS OF COMMERCE

By Geo. G. Peil (Signed)
General Chairman, Alsea Bay
Bridge Dedication Committee.

COPY FOR MR. R. H. Baldock
[illegible] Secretary

March 11, 1936

Vinton and Marsh
Attorneys-at-Law
McMinnville, Oregon

Attention: Francis E. Marsh

Dear Sirs:

Responding to yours of the 10th inst., I am pleased to advise you that the bond furnished by Lindstrom & Feigenson and Parker & Banfield & T. H. Banfield for the construction of the Alsea Bay Bridge was written by the following companies:

Great American Indemnity Company by Harvey Wells Insurance Agency
Hartford Accident & Indemnity Company by W. E. Gray, Resident Agent
Fidelity & Deposit Company of Maryland by C. A. Tomassene, Resident Agent
Massachusetts Bonding & Insurance Company by C. A. Tomassene, Resident Agent
Fidelity & Casualty Company of New York by Pallett, Sturm, Reed Co., Agents.
Columbia Casualty Company by W. E. Taylor, Resident Agent.

Very truly yours,

Secretary

HBG:dp

VINTON & MARSH
ATTORNEYS-AT-LAW
McMINNVILLE, OREGON

W. T. VINTON
EUGENE E. MARSH

March 10th, 1936

Oregon State Highway Commission.
Salem, Oregon.

Gentlemen:-

Please give us the names of the bondsmen on the bond of Lindstrom & Feigenson and Parker & Banfield and T. H. Banfield upon the work being done by these general contractors on the Alsea Bay Bridge.

Yours truly,

VINTON, MARSH & MARSH
By: Francis E. Marsh

FEM:C

February 26, 1936.

Mr. R. H. Baldock:

We have word from Mr. Banfield that he would like a conference with us at 2:00 P.M. Monday, March second, relative to time extension and claims on the Alsea Bay Bridge.

The matter of time extension was discussed in my report to you December 31, 1935. At that time, in a separate report, I advised you as to the difference in cost caused by the changes to the foundations of the piers and with special reference to the additional cost for sheet piling at Pier No. 7.

At our conference with Mr. Rowe and Mr. Foster, on January 21, they presented, in addition to the above mentioned sheet piling, the following claims:

1. Claim for loss in pay length of piling by decrease in the depth of penetration due to the change of pier elevations.

There is some justification for this claim. At the time the foundation depths were changed, the foundation piling was already ordered and either delivered or held in the woods ready for delivery. Rather than re-order piling, the original piling were used which resulted in less penetration below the bottom of the foundations than would have obtained had the foundations been left at the original elevation.

In making claim for this decrease in pay length, they have, however, made it at the unit price bid for foundation piling in their contract. This unit price presumably includes a certain anticipated profit and should not be the basis of the adjustment. In lieu of this basis, I would suggest that the actual increase in cost per foot driven, as applied to the number of feet actually driven be the basis of settlement. I have asked for a report from the field of the actual cost of labor, supplies and equipment rental for the driving of foundation piling in the five piers affected. This cost divided by the number of feet actually driven gives the cost per foot. This same cost divided by the number of feet which would have been driven under the original plan would give the contractor's cost under that plan. The difference between these two figures would be the increased cost per foot due to the change, and this increase applied to the number of feet actually driven should be a fair adjustment.

Our general specifications, in Paragraph 1057 provide that the engineer shall make a just and reasonable allowance for the cost of changes, but further provides that no consideration shall be given to the item of anticipated profits. The adjustment which we make on this claim should be based entirely on the increased cost to the contractor by the change.

2. A claim for pay cut-off measured from high water elevation down to cut-off.

This claim is based on a difference in the interpretation of the specifications between the contractor and ourselves. Our specifications provide that pile cut-offs in excess of three feet in length shall be paid for as set forth in Article 3036 on Page 56 of the general specifications. This reference is as follows:

> "Allowance shall be made for all cut-offs in excess of three feet in length, on the basis of actual cost of material, plus five per cent."

In our special provisions we qualify the general specifications as follows:

> "If an under-water hammer is used, cut-off shall be measured from the top of the foundation seal. If an under-water hammer is not used, the theoretical cut-off shall be measured FROM high-water elevation."

In writing this specification, we intended that the cut-off should be measured from high-water elevation up to the top of the pile as driven. We did not intend that the state should pay for that portion of the piling between cut-off and high-water. This portion of the pile is in the nature of a follower and would not be necessary if an under-water hammer were used. It was our thought that the contractor would balance the extra cost of using an under-water equipment against the cost of purchasing this additional length of piling.

The contractor in this case contends that he interprets the specifications to mean that the theoretical cut-off shall be measured from high-water down to the actual cut-off. It dies not appear to me that such an interpretation would be placed on this specification after a careful study.

You will note above that where an under-water hammer is used, the cut-offs are to be measured from the top of the foundation pile, and there is no other direction to measure except up; and in the next sentence, we say that they shall be measured from high-water elevation. Reading the two sentences together, the meaning of the specification seems to me to be plain.

3. A claim made by the parties furnishing piling for extra cost due to delay in the delivery of piling occasioned by change of plans for the piers.

During our conference with Mr. Rowe and Mr. Foster, we could see no basis for this claim whatsoever. It was only during the eight days between November 20 and November 28, that the contractors were not advised as to what would be done, and material deliveries should have been scheduled accordingly.

4. This is a claim for damages to a truck through accident which occurred while doing force account work on this job. This appears to be a legitimate claim against this force account work, and should be allowed.

These four items, together with the claim for additional sheet piling at Pier 7 constitute the claims advanced by the contractor, and which should be discussed with Mr. Banfield at the meeting March second.

GS Paxson

G. S. Paxson

GSP:AP

MEMORANDUM OF CONFERENCE held in Mr. Baldock's office Tuesday, January 21, 1936, between Mr. D. H. Rowe and Mr. Foster, representing Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, contractors on Alsea Bay Bridge; Mr. Baldock Mr. Paxson, and Mr. Albert Skelton, representing the state, with reference to Extra Work Claims and Time Extension on the ALSEA BAY BRIDGE.

The contractor presented claims, as follows:

1. For additional sheet piling purchased for use in Pier 7.

This claim was disallowed for the reason that changes in elevations at pier bases throughout the job had added to the amount of excavation in the job approximately 2,468 cubic yards of excavation which was moved with the same cofferdams as originally estimated, with the exception of this addition at Pier 7; and the net profit on this additional excavation far overbalanced the cost of the additional sheet piling.

2. A claim for loss in pay length of piling by a decrease in the depth of penetration due to the change in pier elevations.

This was presented by the contractors as the number of lineal feet lost at their bid price. The claim was allowed in principle with the statement that it could not be allowed at the bid price but that there must be deducted therefrom an amount equaling the cost of driving the additional footage and a pro rata of the overhead.

3. A claim for pay cut-off measured from high water elevation down to cut-off.

This claim is a difference in the interpretation of the specifications by the contractors and the engineer, and is approved in principle, subject to further investigation of the meaning and intent of the specifications, as written.

4. A claim made by the parties furnishing piling for extra cost due to delay in delivery of piling occasioned by change of plans in the piers.

The engineers were able to see no basis for this claim and it was disallowed.

5. A claim for damage to G. P. Hunter's truck in an accident on the false work while delivering riprap rock.

Memofandum , #2

This was ruled as a portion of the force account work and was allowed.

The contractors entered a claim for 186 days' time extension. After considerable discussion, the contractors were advised that the engineer would recommend to the Commission an extension of 130 days, based on the following causes:

A delay of 57 days in excavation at Pier 10.

A delay of 7 days in pouring additional footing concrete in Pier 10.

A delay of 21 days in the false work in basing Pier 7.

A delay of 20 days due to failure to award contract at opening of bids.

An estimated delay of 25 dayd due to interference with the contractors' operations while doing force account work in riprapping.

The contractors took this allowance of 130 days under advisement, pending a conference with Mr. Banfield and were to advise the state within the next few days as to acceptance of 130 days' extension or request a further conference at which Mr. Banfield can be present.

G S Paxson
G. S. Paxson

cc Mr. Baldock

February 26, 1936

Mr. Wm. P. Lord, Lawyer
620 Spalding Building
Portland, Oregon

Dear Mr. Lord:

Responding to your request of February 24, I am handing you herewith a mimeographed copy of the special labor provisions contained in our contract with Lindstrom and Feigenson and Parker and Banfield and T. H. Banfield for the construction of the Alsea Bay bridge on the Oregon Coast Highway at Waldport.

I am pleased to be of service to you in this regard.

Very truly yours,

Secretary

HBG:MBL

Encl.

February 25, 1936

Mr. C. Gardner:

Will you kindly give me the information requested so that I can answer this letter.

H. B. Glaisyer.

H.B.G.
Attached are State and Federal requirements pertaining to labor as they appear in contract for Alsea Bay Bridge C.G.

T. WALTER GILLARD

RECEIVED
FEB 25 1936
OREGON
STATE HIGHWAY COMMISSION

Feb. 24, 1936

Attn. Mr. Glaisyer

Dear Mr. Glaisyer:

The engineer's office just informed me that contracts for the construction of the Alsea bridge are on file with your department, and they do not have duplicates. What I was interested to know was whether or not the contract embodied standard forms provided by the Government in relation to road contracts. As you will recall, skilled labor was defined as "skilled labor shall include all persons employed as operators of power driven equipment - - - requiring principally the use of special tools ordinarily used by persons skilled in that particular trade," etc.

Would you mind mailing me the forms covering this labor question, rates of pay, etc.?

Thanking you. I am,

Sincerely yours,

Lcg

WPL/B

ATER 1383

T. WALTER GILLARD

WM. P. LORD
LAWYER
620 SPALDING BUILDING
PORTLAND, OREGON

RECEIVED
FEB 25 1936
OREGON
STATE HIGHWAY COMMISSION

Feb. 24, 1936

State Highway Department
Salem, Oregon

Attn. Mr. Glaisyer

Dear Mr. Glaisyer:

The engineer's office just informed me that contracts for the construction of the Alsea bridge are on file with your department, and they do not have duplicates. What I was interested to know was whether or not the contract embodied standard forms provided by the Government in relation to road contracts. As you will recall, skilled labor was defined as "skilled labor shall include all persons employed as operators of power driven equipment - - - requiring principally the use of special tools ordinarily used by persons skilled in that particular trade," etc.

Would you mind mailing me the forms covering this labor question, rates of pay, etc.?

Thanking you, I am,

Sincerely yours,

Lord

WPL/B

February 13, 1936

Shell Oil Company,
1220 S. W. Morrison St.,
Portland, Oregon.

Attention: Frank J. Warner.

Gentlemen:

In response to your inquiry of February 10th you are advised that the Lindstron & Feigenson Contract No. 1620 - Alsea Bay Bridge is approximately 95% complete at this time. The total amount paid the contractors to date is $632,091.69 and the retained percentage is $68,504.00.

The estimated date of completion of the contract was December 31, 1935. However, it will be necessary for the time limit to be extended to May 31, 1936. We are unable to advise you as to whether or not a penalty will be enacted against the contractors.

The only claim filed against this contract to date is in amount of $455.80 by E. R. Ogg for hauling lumber and V. R. Sanders in amount $164.88 for hauling lumber.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

RECEIVED
FEB 11 1936
OREGON

February 10, 1936

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re - Lindstrom & Feigenson
Contract No. 1620

Will you kindly advise us the percentage of work which has been done on Lindstrom & Feigenson's Contract No. 1620 and the amount paid to the contractors covering the percentage of work which has been completed?

Will you please also state if there have been any liens filed against the contract and if so to what extent. We understand that this bridge job was scheduled for completion about January 1, 1936 and, therefore, are wondering if penalty is being enacted against the contractors. If this is the case, will you kindly let us know and also estimate the completion date of this work?

Your usual prompt attention will be appreciated.

Yours very truly,
SHELL OIL COMPANY

FRANK J. HORNER
Division Credit Manager

RER:ET
Enc.

FORM 9-S-1 20153 1500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

February 11, 1936.

Lindstrom & Feigenson, Parker
& Banfield, & T. H. Banfield
7933 N. E. Halsey Street
Portland, Oregon.

Gentlemen:

Payment on the monthly estimate covering the moneys due for construction on the Alsea Bay Bridge at Waldport during the month of January is being withheld subject to final agreement as to the extension of time due on this project. This is in accordance with the state law covering such payments which forbids payment of estimates for work performed after the expiration of any contract unless regularly extended by action of the Highway Commission.

While arrangements have been made with Mr. Banfield for a conference concerning the above, these conferences have been prevented by unforeseen circumstances, and we would suggest that at as early a date as is convenient, Mr. Banfield confer with me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

FORM 5-S-1 25182 1500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 6, 1936.

Mr. R. H. Corey
State Engineer Inspector
Public Works Administration
500 Journal Building
Portland, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Your letter of December 31, relative to time extension on the Alsea Bay Bridge job received.

The contractors have applied to this office for an extension of time greater than we think justified by the conditions. We are holding a conference with the contractors on January 13, trying to arrive at an extension of time suitable to both parties. After this conference, a request in proper form will be submitted to Mr. Hockley for his consideration.

I will also immediately take up the confirming of contract time extensions on the other four jobs occasioned by the delay in the award of the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock ✓
J. E. Donaldson
A. G. Skelton

FORM S-E-1 28182 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Alsea

January 4, 1936.

Lindstrom & Feigenson,
Parker & Banfield, and T. H. Banfield
7923 N. E. Halsey Street
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

Under date of December 13, you made application for an extension of time on your contract for the construction of the Alsea Bay Bridge. Before recommending to the Highway Commission the granting of such an extension, it would be best to have a conference at which the time of extension could be agreed upon and also any claims which you might have other than an extension of time due to delays occasioned by the revision of the piers.

Mr. Baldock is holding the afternoon of Monday, January 13, open for this conference, and would appreciate your meeting with us in this office at two P.M., of that day.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock
Contractor's Waldport office.

CONTRACT #1746,

WPA Alsea Bridge # 1800
1746

FORM A-A-1 10M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
OCT 5 1938
FOR FILING

December 17, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Office

Dear Sir:

I am attaching hereto a request from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, by T. H. Banfield, for 186 days' extension on their contract No. 1620 for the Alsea Bay bridge. This would seem to me to be absurd, and certainly I do not wish to give any extension of time until after we have given consideration to any claims that they may file.

I would like to discuss this matter thoroughly with you. Please return the letter.

Very truly yours,

R H Baldock

State Highway Engineer

RHB:HI

December 31, 1935.

Mr. R. H. Baldock

Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, have applied for an extension of time of 186 days on their contract for the construction of the Alsea Bay Bridge, basing this request on the following reasons:

1.	Delay in award of contract	20 days
2.	Increase in contract amount	51 days
3.	Due to changes in elevation of depth of piers	115 days
	Total	186 days

In order that you may be fully advised in this matter, I submit herewith a history and analysis of the situation.

Bids were received and opened for the construction of the Alsea Bay Bridge on April 5, 1934. The above named contractors were low bidders on the job, with a total bid of $685,040.00. A resolution was adopted by the Commission on that date accepting the bid, and authorizing the announcement of award after further conference with C. C. Hockley, State Engineer for Oregon, Public Works Administration.

On April 9, 1934, you wrote Mr. Hockley, advising him of the award, and asking for approval of certain documents.

At the April 25, meeting of the Highway Commission, the Commission, by unanimous vote, definitely awarded the contract to the low bidder, and authorized the engineer to notify officially the contractors of the award.

On Page 8 of the special provisions for this job, it is provided that: " Should such delay, if any, be occasioned by or on account of any act or cause chargeable to the state, then the time for the completion of said job will be extended for such additional period of time as is necessary to offset the delay chargeable to the state, provided the contractor shall immediately notify the state of the same and of the amount of additional time required to complete the job."

I find nothing in our files indicating that the contractor did so notify the state, but in view of the fact that this delay of 20 days in awarding the contract was not chargeable to the contractor, I would think that he should be entitled to the extension claimed under the first item of his request, namely, an extension of 20 days.

Since the award of the job, it has been necessary to make several major changes in the piers of this structure and also to do considerable extra work in connection with the riprapping around the footings. Our estimate of the total payments to the contractor on this job is now $740,285.46, or an increase of $55,245.46. This is an increase of eight per cent over the original contract amount.

The original contract completion date is December 31, 1935, giving a total time from the date of opening of bids, of 635 days. If an extension should be granted based on a proportionate increase in the total amount of the job, this increase would amount to 51 days as claimed under Item 2 of the contractor's request.

The general specifications, Paragraph 1049, are as follows:

> "If the satisfactory execution of the contract shall require work or materials in greater amount or quantities than those set forth on the plans, then the contract time may be increased by such an amount as may be determined by the engineer."

The amount granted, however, under this claim, should be considered in connection with Item No. 3 - the request "Due to change in elevation of depth of piers."

The work on this contract proceeded until November 20, 1934, at which time the contractor was ordered to stop work on Pier 10 and Pier 8 "until further instructions." This order was occasioned by the excessive scour around these piers, and was for the purpose of giving time to hold a conference with the PWA officials in Washington.

On November 28, the contractors were authorized to proceed with the work at Pier 8, and on December 3, the contractors were advised that work could proceed on the entire structure with revisions to the plans for Piers 4, 7, and 10.

On ~~December~~ 20, Pier 10 was completed to elevation minus 15 which was the elevation shown for the bottom of footings on the original plan. The revision of plans lowered this pier footing to elevation minus 25, and widened the base in the direction of the centerline of the structure. This necessitated the complete removal of the cofferdam, the reinstalling of a new cofferdam and re-excavating the pier.

The contractor started work removing the cofferdam on December 6, completed this work on December 19, and had a new driving frame in place on December 26. No steel sheet piling were available, however, for the work until they could be removed from Pier 5. Pier No. 5 was completed on January 25, 1935, and the sheet piling were moved to Pier 10 on January 29. The excavation for the new pier was completed on February 16. At the completion of this excavation, this pier was in relatively the same status as it had been on the original plans on November 20. There was thus caused a delay of 57 days in the work on this pier. The pier was finally completed to the elevation of the spring line of the arch on April 22. Piers 8 and 9 were completed before November 20, and do not enter into this discussion.

The construction of Pier 7 had not been started at the time the revision to the pier plans was made. The original elevation of this pier base was minus 21. Under the revised plans, the elevation of the base is minus 35. The contractor had provided sheet piling of a sufficient length to build the pier to minus 21, but these piling were not long enough to build to minus 35. It was necessary, therefore, that he provide new sheet piling. He delayed considerably in ordering this sheet piling, and On December 16, I saw him and asked him to take immediate steps to get the piling so that the job would not be unnecessarily delayed. The new sheet piling for Pier 7 arrived February 20, but it was not until March 1, that work was begun on the pier and the pier was completed and the cofferdam removed on June 25.

The contractor's plan of operation called for the building of superstructure false work from the south end of the structure, the placing of the superstructure concrete, and the transporting of all concrete for the arch superstructures over this approach viaduct. It was not practicable to build false work across Pier 10 until after the pier was complete and the derricks moved from the site. A delay in the completion of this pier would therefore hold up the construction of all false work lying north of Pier 10. Our records show that the approach false work was completed to Pier 10 on March 8, and since the pier was not completed until April 22, the further construction of false work was delayed 47 days. It is also probable that had Pier 10 been completed, the contractor would have wxpedited the false work construction, and it is my opinion that the entire delay at Pier 10 of 57 days should be credited to the contractor.

Work on the false work was also held up at Pier 7 for a period of approximately 12 days, but it seemsto me that the contractor was unduly dilatory in ordering the new sheet piling for this pier.

As stated above, the total increase in quantities over contract price amounted to eight per cent and would be represented by an increase of time of 51 days. However, during the 57 days delay at Pier 10, the remainder of the bridge was available for construction, and these two reasons for time extension could be considered as running concurrently.

Subsequent to December 3, we placed riprap and brush fascines around all of the approach footings and around the piers up to and including Pier 3. The material for this riprap was trucked in over the contractor's industrial roadway and while we endeavored to schedule our work so as to interfere as little as possible with the contractor's operation, there was undoubtedly considerable lost time. The amount of this lost time can only be estimated, but in my opinion it would amount to at least 20 days.

Summing up the above analysis, I would recommend as a basis for discussion with the contractor, the following extension of time.

1.	Delay due to awarding contract	20 days
2.	Delay due to re-excavating Pier 10	57 days
3.	Miscellaneous delays due to force account operation	20 days
		97 days

G. S. Paxson

cc J.M.Devers
A.G.Skelton
L. Dresser

December 31, 1935.

Mr. R. H. Baldock

At the time of considering an extension of time for the contractors on the Alsea Bay Bridge, it would probably be advisable to consider any claims for extra compensation which they may intend presenting in connection with the pier revisions before granting any extension whatsoever.

During the progress of the job it has been found necessary to revise the elevations for the foundations at Piers 1, 2, 4, 5, 6, 7, and 10. The revision to Piers 1 and 2 are minor in character and were occasioned by finding suitable rock above the elevation shown on the plans. To have required the contractor to go through this rock to plan elevation would have increased his costs so that no claim should be entertained on these piers.

The foundation for Piers 5 and 6 was lowered from minus 25 to minus 30 prior to the suspension of work on November 20. This revision is one that should be contemplated under the specifications and covered by the amount bid for "Excavation Below Elevation Shown."

Piers 4, 7, and 10 were lowered after our conference with P.W.A., in Washington. Pier No. 4 was lowered from minus 21 to minus 30, Pier No. 7 was lowered from minus 21 to minus 35, Pier No. 10 was lowered from minus 15 to minus 25, and on this pier the dimensions of the footing were increased, necessitating the removal of the cofferdam and its reconstruction to a larger size.

I have gone through our cost records and summarized from them the cost of labor and equipment in the building of the cofferdams, the excavation of the material therein, and the removal of the cofferdams. I have also tabulated the amount of excavation which the contractor would have had down to the original elevation, and the amount added by these changes. I have also shown the cost for labor and equipment of the above items of work per cubic yard of material excavated. These costs are shown in the following table:

Excavation Quantities

Pier No.	To Original Excav.	Addit'l Excav.	Total Cu.yds	Total Labor & Equipment Cost	Per Cu.Yd.
10	515.37	727.09	1,242.46	$4,862.84	$3.91
9	528.66	-	528.66	2,215.40	4.18
8	544.27	-	544.27	2,266.60	4.20
7	228.00	755.85	963.85	4,050.89	4.12
6	295.89	255.09	550.98	3,184.44	5.78
5	581.61	255.09	836.70	2,537.84	3.03
4	438.06	475.00	913.06	4,024.63	4.42
3	284.55	-	284.55	1,263.96	4.44

For Piers 4 and 10, no new sheet piling was purchased as it was possible to reuse sheet piling already on hand for other piers. The cost of material entering into the construction of the cofferdams was therefore practically the same for the revised footing elevations as for those on the original plan, and the cost to the contractor per yard of the additional excavation is very close to that shown in the above table.

The contractor received under his contract $12.00 per cubic yard for all this material so that these changes have resulted in an additional profit to him of somewhere in the neighborhood of $8.00 per cubic yard on the additional material moved. It might be contended that the additional depth increased the cost of excavating, but an inspection of the above table will show that on Piers 3, 8, and 9, all of which are reasonably shallow piers, that the cost per yard is greater than the average cost on all of the other piers.

After the excavation is completed, foundation piling driven, and seals poured, it is then necessary to place interior bracing before unwatering the cofferdam, and it is true that this bracing increases in amount and cost as the footing elevation is lowered. In lowering these footings, however, it was necessary to increase the amount of sealed concrete. The total increase over the plan quantities for all of the piers changed is 552.1 yards. The detailed amounts of increase yardage in seals is shown by the following table:

Seal Concrete Quantities

Pier No.	Original	Added	Total
10	129.56	79.44	209.00
9	124.57	-	124.67
8	167.64	-	167.64
7	235.56	196.44	432.00
6	273.00	91.00	364.00
5	273.00	91.00	364.00
4	235.56	94.22	329.78
3	167.64	-	167.64
	1,606.63	552.10	2,158.73

From our cost records I computed the cost to the contractor for materials, labor and equipment of the placing of concrete in the seal at Pier No. 4. These costs are as follows, and total [illegible].50 per cubic yard. (see below)

The contractor received 18.50 for each cubic yard of seal concrete placed so that the addition of seal concrete over and above the amount in the original contract meant an additional profit of approximately $9.00 per cubic yard.

In Pier No. 7, it was necessary for the contractor to purchase, new and longer sheet piling for the revised depth. His invoices show this sheet piling to have cost him approximately $5,400. It was later sold, and the salvage should have been approximately $1,800, leaving a net additional cost for sheet piling to the contractor, of $3,600.

The profit on the additional excavation and seal concrete given the contractor by these change orders is much more than the additional cost for the sheet piling and it seems only reasonable that the contractor should be willing to absorb this sheet piling cost in consideration of being given these extra quantities. In order to simplify the assembling of the above figures, industrial accident insurance, bond, overhead and other miscellaneous items were not taken into account. The inclusion of these would, to some extent, revise the figures given but are not great enough in amount to seriously affect them.

6040
1860
7500
3600
4300.

In view of the above, I can not see where the changes in design have caused the contractor any loss other than in a delay which should be taken into account in granting a time extension.

Cost of Materials for One Cubic Yard of Seal Concrete

Cement	1.575	bbls.	at	$3.11	$4.90
Gravel	.614	c.y.	"	3.10	1.90
Sand	.491	c.y.	"	1.90	.93
Diatom.	19.0	#	"	.013	.25

7.98 at $1.52
per c.y. $9.50

C. S. Paxson

CSP:AP

LINDSTROM & FEIGENSON - PARKER & BANFIELD
GENERAL CONTRACTORS
4784 S. E. 17TH AVENUE - PHONE SELLWOOD 6182
PORTLAND, OREGON

December 13, 1935

OREGON STATE HIGHWAY
COMMISSION,
Salem, Oregon

Att: Mr. R. H. Baldock

Gentlemen:

We hereby request 186 days extension of time on Contract No. 1620, Oregon Coast Highway Bridge No. 1746.

This request is based on the following reasons:

1. Delay in awarding contract	20 days
2. Increase in contract amount	51 days
3. Due to changes in elevations of depth of piers	115 days
Total delays	186 days

A copy of this request is being forwarded to the bonding companies, who will reply direct to you within a few days.

Very truly yours,

LINDSTROM & FEIGENSON
PARKER & BANFIELD
& T.H. BANFIELD

By T H Banfield

ALF:a
cc C.A.Tomassene

J. R. Dickson

FORM B-E-1 22374 1500 6-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const.
Coast Hwy Bridges
Alsea Bay

October 16, 1935.

Mr. Marshall Dresser
Waldport, Oregon.

NOTED
State Highway Engineer

Dear Sir:

You will note in Paragraph 3061 of the general specifications a provision as follows:

> "Unless otherwise permitted by the engineer, concrete bridge floors shall be closed to traffic for a period of 28 days after placing, and for such additional time as may be deemed advisable."

We do not interpret this as applying to construction operations such as you have been conducting at the Alsea Bay Bridge, but in order to clear up any objection which might be raised, I am issuing you the following permission:

In cases in which the progress of the work can be materially expedited, you may permit the contractor to transport materials over the newly constructed deck after the concrete has attained an age of at least four days, provided that, in your judgment, no damage will result from this practice, and provided further that suitable bridges are constructed permitting this to be done without direct contact with the concrete surfaces, the foundations under these bridges to be so designed that the total load on the concrete deck be not to exceed ten pounds per square inch at any point, and that this load be transferred to the false work without introducing stresses other than direct compression to the concrete.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

cc R. H. Baldock
R. H. Corey
J. R. Dickson

order to clear up any question, I am writing Mr. Dresser our resident engineer, as per the attached letter.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

cc R. H. Baldock ✓
M. Dresser
J. R. Dickson

[illegible], PORTLAND
[illegible], PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 16, 1935.

Mr. R. H. Corey
State Engineer Inspector
Public Works Administration
Journal Building
Portland, Oregon.

Dear Sir:

In your letter of October 11, concerning the trucking of concrete across newly constructed decks on the Alsea Bay Bridge, you refer to Paragraph 3061 of our General Specifications.

This provision refers entirely to the opening of a structure for general traffic where the traffic is carried directly on the deck of the structure. In the case of the Alsea Bay Bridge we are not carrying the traffic of these concrete trucks on the deck, but are using a timber bridge a foot or so above the deck and supported on wide foundations. These foundations have an approximate area of 1000 square inches at each support. The total load carried thereon is under 10,000 pounds, making a load per square inch under the foundations of not to exceed ten pounds. Underneath the concrete deck and beams on which this foundation rests are special supports which carry the entire imposed load directly to the false work without bending stresses in the concrete. In fact, the only function of the concrete under these loads is as blocking between the spread foundation of the timber runway and the false work, and since this stress is kept down under ten pounds per square inch, no damage can possibly be done to this concrete.

Our concrete tests, based on a constant increase from placing up to the seven day period show a crushing strength of concrete of approximately 1600 pounds per square inch.

While we do not interpret Paragraph 3061 of the specifications as applying to this construction work, in

FORM B-E-1 22374 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const
Coast Hwy
[illegible]

September 10, 1935

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Mr. C. C. Hockley:

We hereby make application for approval of a change order covering the north approach viaduct at the Alsea Bay Bridge.

The original design placed the north end of the bridge at approximately the point of intersection of the deck and the face of the cliff. At the time this design was made it was thought that the material comprising this cliff was of good enough quality to support the surfacing of the approach road. This cliff has been under continuous observation since the start of the job and we are fearful that weathering of the cliff may result in a loosening of the subgrade material at the end of the bridge and consequent damage to the approach pavement. We therefore propose to lengthen the north approach viaduct ten feet to provide a suitable berm in front of the end bent.

This extension of the approach viaduct entails some roadway excavation at the top of the cliff but, since this is not comparable with the structural excavation under the contract, this work will be done in connection with the approach grading and will not appear on any P.W.A. records. The amount of structural excavation will, therefore, remain unchanged. The estimated cost of this change order is as follows:

Class "A" Concrete in approaches, 20 cu. yds. at $26.00	$ 520.00
Class "D" Concrete, 8 cu.yds. at $22.00	176.00
Metal Reinforcement, 12,000 lbs. at .045	540.00
Concrete Handrail, 20 lin.ft. at $4.00	80.00
Total	$ 1,316.00

Details of this change are shown on Drawing No. 4708-A, copies of which are being sent to you.

Since this is a necessary contingency, we ask your approval for payment therefor from construction funds.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

GSP LD
Enc.

cc M. Dresser
John R. Dickson
J. M. Devers
R. H. Baldock ✓

FORM B-E-1 22374 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

Cor F
Bridges - Coast Hwy

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 3, 1935

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Mr. Hockley:

We hereby request your approval of a change covering the foundation at pier No. 1 of the Alsea Bay Bridge.

The original plans show the bottom of the footing at elevation -5.0. Solid rock was encountered slightly higher than was anticipated and the excavation as completed to elevation -3.5 has disclosed a safe and adequate foundation at that elevation. We therefore propose to place the bottom of the footing at elevation -3.5. Details of this change are shown on drawing No. 4709, revised as of September 3, 1935. Since the reinforcing steel is already cut and delivered to the job, no saving can be effected on that item.

Net decrease in cost by above change:

Excavation, 35 cu. yds. at $12.00	$ 420.00
Class "B" Concrete, 30 cu.yds. at $17.70	531.00
Total decrease in cost	$ 951.00

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

GSP LD
cc J. R. Dickson
M. Dresser
J. M. Devers
R. H. Baldock

971

Revised figures
memo, meeting Aug 29-'35 1300

Alsea Bay Bridge

MEMORANDUM OF CONFERENCE held in Mr. Baldock's office Tuesday, January 21, 1936, between Mr. D. H. Rowe and Mr. Foster, representing Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, contractors on Alsea Bay Bridge; Mr. Baldock Mr. Paxson, and Mr. Albert Skelton, representing the state, with reference to Extra Work Claims and Time Extension on the **ALSEA BAY BRIDGE**.

The contractor presented claims, as follows:

1. For additional sheet piling purchased for use in Pier 7.

This claim was disallowed for the reason that changes in elevations at pier bases throughout the job had added to the amount of excavation in the job approximately 2,468 cubic yards of excavation which was moved with the same cofferdams as originally estimated, with the exception of this addition at Pier 7; and the net profit on this additional excavation far overbalanced the cost of the additional sheet piling. Not allowed

2. A claim for loss in pay length of piling by a decrease in the depth of penetration due to the change in pier elevations.

$1153.00

This was presented by the contractors as the number of lineal feet lost at their bid price. The claim was allowed in principle with the statement that it could not be allowed at the bid price but that there must be deducted therefrom an amount equaling the cost of driving the additional footage and a pro rata of the overhead.

3. A claim for pay cut-off measured from high water elevation down to cut-off.

$3,291.45

This claim is a difference in the interpretation of the specifications by the contractors and the engineer, and is approved in principle, subject to further investigation of the meaning and intent of the specifications, as written.

4. A claim made by the parties furnishing piling for extra cost due to delay in delivery of piling occasioned by change of plans in the piers.

✓56
25
85
7

The engineers were able to see no basis for this claim and it was disallowed.

5. A claim for damage to G. P. Hunter's truck in an accident on the false work while delivering riprap rock.

1153
3291
295
4739

4739
265
[illegible]98

$205 - [illegible]

Memorandum , #2

This was ruled as a portion of the force account work and was allowed.

The contractors entered a claim for 186 days' time extension. After considerable discussion, the contractors were advised that the engineer would recommend to the Commission an extension of 130 days, based on the following causes:

A delay of 57 days in excavation at Pier 10.

A delay of 7 days in pouring additional footing concrete in Pier 10.

A delay of 21 days in the false work in basing Pier 7.

A delay of 20 days due to failure to award contract at opening of bids.

An estimated delay of 25 dayd due to interference with the contractors' operations while doing force account work in riprapping.

The contractors took this allowance of 130 days under advisement, pending a conference with Mr. Banfield and were to advise the state within the next few days as to acceptance of 130 days' extension or request a further conference at which Mr. Banfield can be present.

G. S. Paxson

cc Mr. Baldock

LINDSTROM & FEIGENSON - PARKER & BANFIELD
GENERAL CONTRACTORS
4784 S. E. 17TH AVENUE - PHONE SELLWOOD 6182
PORTLAND, OREGON

Additional cost of gravel purchased to replace that amount used in connection with Force Account Work (No. 5 AB), on the Alsea Bay Bridge:

Cost of Gravel purchased from the Gilpin Construction Co. as follows:		
April 9, 1936	37½ Yds	
15	47½	
18	42½	
	127½ Yds @ $3.00	$ 382.50
28	60 Yds @ 3.25	195.00*
Cost of Gravel FOB South Beach		$ 577.50
Trucking By Saxton & Looney		273.37
TOTAL COST OF GRAVEL		$ 850.87
Less Contract Cost-187½ Yds @ $3.10		581.25
NET ADDITIONAL COST - - - - - - - - - - - -		$ 269.62

#1620

Alsea Bridge

August 12, 1935

Mr. W. W. Patterson
3851 Patterson Avenue
Oakland, California

Dear Sir:

Wish to acknowledge receipt of and thank you for your letter of August 3 advising that your claim in the amount of $99.68 against Lindstrom & Feigenson, Parker & Banfield and T. E. Banfield, for piling furnished in connection with their contract covering the construction of the Alsea Bay Bridge at Waldport, has been paid in full.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

August 12, 1935

Fidelity & Deposit Co. of Maryland
Clarence L. Porter, Manager
Failing Building
Portland, Oregon

Gentlemen:

Attached is a copy of a letter which we have just received from Mr. W. W. Patterson of Oakland advising that his claim against Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, amounting to [illegible]99.[illegible], has been paid in full. This claim represented piling furnished the contractors in connection with State Highway Contract No. 1623 which was awarded to them covering the construction of the Alsea Bay Bridge at Waldport.

This information is given you as you appear as surety on the bond involved.

Yours very truly,

Secretary

HG:VC

cc - Great American Indemnity Co.
Hartford Accident & Indemnity Co.
Massachusetts Bonding & Ins. Co.
Fidelity & Casualty Co. of N. Y.
Columbia Casualty Co.

LINDSTROM & FEIGENSON - PARKER & BANFIELD
GENERAL CONTRACTORS

4784 S. E. 17TH AVENUE • PHONE SELLWOOD 6182
PORTLAND, OREGON

August 3, 1935.

STATE HIGHWAY COMMISSION,
Salem, Oregon.

Gentlemen:

With further reference to my letter of April 1st, 1935 regarding claim for $ 89.68 against piling cut for the Alsea Bay Bridge No. 1746, at Waldport, Oregon by the Fisher Lumber & Piling Co., please be advised that an assignment of said claim has been made to, and full payment thereof received from Lindstrom & Feigenson, Parker & Banfield and T.H.Banfield, the General Contractors.

Very truly yours,

W. W. PATTERSON,
3851 Patterson Ave.,
Oakland, California.

Copies To:
Great American Indemnity Co., Failing Bldg., Portland
Hartford Accident & Indemnity Co., Spaulding Bldg., Portland
Fidelity & Deposit Co. of Maryland, Failing Bldg., Portland,
Massachusetts Bonding & Ins. Co., Mead Bldg., Portland,
Fidelity & Casualty Co. of N.Y., Porter Bldg., Portland
Columbia Casualty Co., American Bank Bldg., Portland
C. A. Tomassene, Wilcox Bldg., Portland, Oregon

Coast;
Bridges-Coast Hwy;
Alsea Bay

July 30, 1935

Senn & Recken, Attorneys
908 Public Service Building
Portland, Oregon

Attention: Mr. G. S. Senn

Gentlemen:

Reference is made to your letter of July 24 requesting certain information concerning a contract between the State Highway Commission and Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, joint venture, for the construction of the bridge across Alsea Bay, Waldport, Oregon.

Our records show that the bond furnished by the contractor in this instance was written by the following companies:

Great American Indemnity Co., Harvey Well. Ins. Agency, Portland
Hartford Accident & Indemnity Co., L. M. Miller, Agent, Portland
Fidelity & Deposit Co. of Maryland., R. E. Pinney, Agent, Portland
Massachusetts Bonding & Insurance Co., M. L. Gilbert, Agent, Mead Building, Portland.
Fidelity & Casualty Co. of New York., J.C. Stamm, Agent, Portland
Columbia Casualty Co., W. E. Taylor, Agent, Portland.

The records disclose that this project is approximately 60% complete at the present time. We anticipate that it will be finished about December 31, 1935.

Very truly yours,

HBG:OG

Secretary

F. S. SENN
L. A. RECKEN
W. E. CAMERON
JAMES ARTHUR POWERS

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE: ATWATER 0972

PORTLAND, OREGON

July 24, 1935.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Mr. J. G. Blower owns 640 acres of piling timber near Alsea, Benton County, Oregon. Some 316 pieces of piling were taken off of this property, possibly even more, and used in the Waldport Bridge by Parker & Banfield and Lindstrom & Feigenson.

We would like to file a claim under the bond on this work. "ould you be good enough to give us the name of the bonding company for Parker & Banfield and Lindstrom & Feigenson so that we can file our claim with the bonding company? Also, will you advise us whether this contract is practically finished, or what its status is?

Thanking you in advance, we are

Very truly yours,

F S Senn

FSS:M

FORM B-E-1 22274 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const.
Bridges-Coast Hwy
Alsea Bay

July 22, 1936

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Mr. Hockley:

We hereby make application for approval of a change in the specifications for the surface finish of the exposed concrete on the Alsea Bay Bridge, which change is fully set forth in the attached amended agreement. This change eliminates the cost of waterproofing solution, which has proven inadequate and unsatisfactory, and since this change in specification decreased the contractors cost, the state and the contractor have agreed that the final estimate shall be decreased by the sum of $3,440.00.

The net decrease in cost of the project due to this change order is $3,440.00.

We are attaching hereto, six copies of the amended agreement.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD
Enc.

cc M. Dresser
J. M. Devers
R. H. Baldock

FORM 5-E-1 28374 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const.
Bridges-Coast
Alsea Bay

July 22, 1935

Lindstrom & Feigenson, Parker &
Banfield, T. H. Banfield
Waldport, Oregon

Gentlemen:

We have had four fatal accidents during the construction of the five Coast Highway bridges, one of these fatalities occurring on your job at Alsea Bay. We have, and will continue to make every effort to make these jobs as safe as they can possibly be made.

All of the fatalities so far have resulted from a fall and in most cases the workman has finally gone into the water. A man falling from any height is usually rendered unconscious and unless some means are provided to keep him afloat he is in great danger of drowning even though the direct injury from the fall might not result fatally. Of the five bridges, the Alsea Bay job is now the only one not equipped with safety vests. We are at this time requesting you to immediately provide a sufficient number of safety vests of an approved pattern so that all men working between pier 1 and pier 10 may be supplied. We are also asking that you instruct your superintendent and foremen to see that all men working within these limits wear these vests at all times.

We also notice that you have but one row boat on the job and since the work is scattered out over a considerable distance along the falsework this boat is of necessity quite remote from some of the work. We are asking that you provide a second row boat for this job.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD
cc Portland Office
M. Dresser
R. H. Baldock✓

FORM B-E-1 22974 1500 6-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const:
Bridges-Coast Hwy
Alsea Bay

July 22, 1935

Lindstrom & Feigenson, Parker &
Banfield, T. H. Banfield
Waldport, Oregon

Gentlemen:

The plans for the Alsea Bay Bridge call for the unwatering of the cofferdam at pier 2 and the placing of the foundation without a seal. This foundation rests upon rock and we do not believe that it will be possible to drive the steel sheet piling into this rock far enough to seal out the water around the bottom of the cofferdam.

It is our understanding that you propose to place a clay or earth puddle wall around the outside of the sheet piling to seal off this cofferdam and that you propose to place this clay or earth puddle wall without the use of an outside line of sheeting or other device to deflect the stream current while placing the earth or clay. We are fearful that in placing a puddle dam by this method that sand will be mixed with the earth or clay in a quantity which will make the puddle dam ineffective and defeat the purpose intended.

It has never been our policy to interfere in any way with the contractor's work so long as the methods proposed seem to offer a reasonable chance of success. We will, however, expect you to unwater this cofferdam before the concrete is placed and wish to call your attention to the possible necessity of removing the puddle dam and replacing it by another method should your proposed scheme be unsuccessful.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

GSP LD
cc Portland Office
M. Dresser
R. H. Baldock

Coast Hwy Bridges
Alsea Bay

Alsea

JUNE 17, 1935.

Mr. James L. Conley,
Attorney and Counselor at Law,
1312 Public Service Building,
Portland, Oregon.

Dear Sir:

Reply is made to your letter of June 14th requesting established report of Lindstrom & Feigenson contract No. 1746, for the construction of Alsea Bay Bridge.

According to the latest available information, this project is approximately 65% complete, and is running approximately on schedule as to time.

I am attaching hereto a schedule of payments made on this job. You will note that the payments to date amount to $379,644.62; that the percentage retained by the State Highway Commission amounts to $66,[illegible].11, and that the total amount earned by the contractor is $446,640.73, which is the sum of the amounts paid and retained percentage.

This contract was awarded to Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, as a joint venture.

Yours very truly,

Secretary

HHG:[illegible]
Encl.1

PAYMENTS TO LINDSTROM & FRIGENSON,
PARKER & BANFIELD, AND T. H. BANFIELD
ON CONTRACT No. 1620 - ALSEA BAY BRIDGE

- - - - - - - - - -

Date		Vo. No.	Ck. No.	Estimate No.	Amount
6-23	1934	7090	State Warrant	1	$4,972.50
7-17	"	8109	" "	2	20,501.83
8-14	"	1	1	3	41,711.99
9-15	"	41	60	4	42,390.61
10-10	"	75	105	5	35,627.40
11-7	"	123	176	6	29,867.14
12-15	"	157	246	7	24,743.01
1-11	1935	226	315	8	14,142.05
2-11	"	256	388	9	27,448.76
3-9	"	317	452	10	41,104.56
4-5	"	349	527	11	40,417.59
5-18	"	398	611	12	37,033.11
6-7	"	433	673	13	19,684.07
			Total payments on Contract to date		$379,644.62
			Total percentage retained		66,996.11
			Total earned by contractor		$446,640.73

STATUS: Approximately 65% complete.

PROGRESS: Approximately on schedule.

[illegible]

Payments to Lindstrom & Feigenson Parker & Banfield
and [illegible] Banfield on Contract #1620
Alsea Bay Bridge

Date		Van No	Ck No	Estimate No	Amount
6/23	1934	7091	State Warrant	#1	4,972.50
7-17	"	8169	" "	2	20,501.83
8-14	"	1	#1	3	41,711.99
9-15	"	41	#60	4	42,390.61
10-10	"	75	#105	5	35,627.40
11-7	"	123	#176	6	29,867.14
12-15	"	157	#246	7	24,743.01
1-11	1935	216	#315	8	14,142.05
2-11	"	256	#383	9	27,448.76
3-9	"	317	#452	10	41,104.56
4-5	"	349	#527	11	40,417.59
5-18	"	398	#611	12	37,033.11
6-7	"	433	#673	13	19,684.07
			Total payments on Contract to date		379,644.62
			Total Percentage Retained		66,996.11
			Total Earned by Contractor		446,640.73

[illegible] 50/0 Complete -

Approximately on schedule.

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
1312 PUBLIC SERVICE BUILDING
PORTLAND, OREGON

June 14, 1935.

Oregon State Highway Commission,
Salem, Ore.

Attention: Mr. [illegible]
Re: Federal Contract No. 17[illegible]-Lindstrom & Feigenson Contractors - Alsea Bay Bridge.

Dear Mr. [illegible]:

Will you be kind enough to furnish me the following information:

First: A progress report on the above job stating roughly the percentage of completion and whether or not the work is up to schedule in point of time.

Second: Whether estimates have been paid the contractors to date. & amounts.

This information is requested for my benefit as my client which holds certain assignments and collateral connected with this job.

Thanking you for the information, I am

Very truly yours,

Jas. L. Conley

JLC:

Jim
please get me [illegible] information
HAS

FORM 5 E-1 18630 2M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coast Hwy Bridges

May 14, 1935.

Alsea

Mr. B. C. Hancock,
Special Agent in Charge
Public Works Administration
616 Postoffice Building,
Portland, Oregon.

Dear Mr. Hancock:

This office is in receipt of the following communication from Mr. Marshall Dresser, Resident Bridge Engineer at Waldport:

> "Mr. Richard M. Jones, Special Agent, Department of Investigation, PWA., was here May 6th and requested me to write a letter to Mr. B. C. Hancock, Special Agent in Charge, explaining work done and payment account Pier 10 of Alsea Bay Bridge."

We are unable to authorize Mr. Dresser's compliance with this request for the reason that it is strictly against the rules of this organization for information of this character to be transmitted from the field. For many years we have insisted that all information concerning any of our work be transmitted to the Salem office, and all reports to outside sources be transmitted from the Salem office.

We would therefore suggest that if you desire any information or written reports concerning our work that you take the matter up with this department at Salem.

We shall be glad to cooperate with you in any possible way, but in the interest of coordination and efficiency we must centralize all correspondence through this one office.

In connection with your particular inquiry which has to do with the payments made for Pier 10 of the Alsea Bridge, permit me to advise that the changes in this pier were made at the request of Mr. McDonough, Chief Engineer, PWA., Washington, D. C. This change was not only authorized but specifically requested by PWA., so that in performing this work we were simply conforming to the terms of our contract with the federal government.

The only payments which have been made to date on this change are simply payments for actual excavation work performed, and these payments have been strictly in accordance with the terms of the state's contract with the bridge contractor.

The contractor has notified us that he expects to ask for a special adjustment because of the delays to his work. When this request is submitted, it will be transmitted to the State Highway Engineer and thence to the State Highway Commission with appropriate recommendations. If and when such adjustment is made, the bills will be presented to Mr. Hockley and request made for loan and grant on all adjustment items approved by the Highway Commission. However, in view of the fact that Mr. Banfield one of the contractors, is now in Europe, it will probably be some little time before this firm presents its claim for additional compensation.

In closing, permit me to point out that all matters in this connection have the sanction and approval of Mr. Hockley, and all details concerning the transaction are known to him. We would much prefer therefore that all requests for additional information concerning this or any other feature of the work be transmitted to this office through Mr. Hockley's office in order that our fiscal dealings with the federal government in connection with PWA docket 982 be centralized to the maximum possible degree.

This office will be very glad to discuss any of these matters with Mr. Jones or any of your representatives, and will make available all records pertaining to this or any other transaction, but it would make our records much more unified if all reports could be transmitted to you through Mr. Hockley.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CC Mr. Hockley
Mr. Baldock ✓
Mr. Devers
Mr. Dresser

CBM:AP

Construction
Bridges Coast Hwy
Alsea Bay

Alsea

May 10, 1935

Mr. James L. Conley
Attorney and Counselor at Law
1312 Public Service Building
Portland, Oregon

Dear Sir:

Responding to your request of May 9th I am forwarding to you today by express a copy of a contract between the State Highway Commission and Lindstrom and Feigenson, Parker and Banfield, and T. H. Banfield as a joint venture covering the construction of the Alsea Bay Bridge at Waldport. I am pleased to furnish you this copy without cost.

Very truly yours,

HBG:OG

Secretary

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
1312 PUBLIC SERVICE BUILDING
PORTLAND, OREGON

May 9th, 1935.

Oregon State Highway Commission,
Salem, Ore.

Attention: Mr. Glaisyer

Dear Mr. Glaisyer:

I would appreciate it if you would be good enough to furnish me with a copy of the contract and bond given by Lindstrom and Feigenson & Parker and Banfield and T. H. Banfield for the construction of the Alsea Bay bridge.

If there are any charges I will be glad to take care of them.

Very truly yours,

Jas. L. Conley

JLC:RA

Const.
Coast Hwy Bridge

adopted by Commission 4/11/35
[illegible]

RESOLUTION

Amended

WHEREAS, the State of Oregon, by and through its State Highway Commission, is now engaged in the construction of a bridge over Alsea Bay in Lincoln County, Oregon, as a part of the Oregon Coast Highway, which bridge is being constructed along with four other bridges with funds made available by the Federal government under a loan and grant agreement designated as Docket No. 982; and

WHEREAS, after the construction of said bridge across Alsea Bay had been commenced it was determined that the foundations thereof required the placement or installation of a certain amount of riprap not contemplated in the original contract; and

WHEREAS, because of the fact that future conditions might necessitate and require from time to time the installation of additional riprap for protective purposes, the exact amount of which and the cost of which cannot at this time be determined, representatives of the Public Works Administration recommended the use of steel sheet piling as opposed to the riprap recommended and urged by the State Highway Commission; and

WHEREAS, the representatives of the Public Works Administration have nevertheless conceded that said foundations be protected with the use of riprap instead of steel sheet piling, but only on the express condition and consideration that the State shall assume all cost involved in or occasioned by, (1) the maintenance, after the completion of the structure, of the riprap placed during construction, (2) the replacement and maintenance of any riprap which may be required at any time after the completion of the structure;

NOW, THEREFORE, Be it resolved by the State Highway Commission, all members being present and affirmatively voting as follows:

1. That the State of Oregon, through its State Highway Commission, does hereby assume and agree to pay all the cost involved in or occasioned by, (1) the maintenance, after the completion of the structure, of the riprap placed during construction, (2) the replacement and maintenance of any riprap which may be required at any time after completion of the bridge across Alsea Bay, all of which costs shall be paid out of funds other than revenues or earnings from said bridge or any of the other bridges constructed in connection with said Docket No. 982. The State has and does assume the obligation provided herein in consideration of the State being permitted to use for said protective purposes riprap as opposed to steel sheet piling recommended by the representatives of the Public Works Administration.

2. That this resolution be entered in the official minutes and records of the State Highway Commission and a duly certified copy thereof mailed to Mr. C. C. Hockley, State Engineer for Oregon, Public Works Administration, U. S. Courthouse, Portland, Oregon.

Construction
Bridges-Coast Highway
Alsea Bay Bridge

#1620

Alsea Bay
Bridge

April 3, 1935

Great American Indemnity Co.,
Harvey Wells Insurance Agent
Failing Building,
Portland, Oregon

Hartford Accident & Indemnity Co.,
L. M. Miller, Agent
Spalding Building
Portland, Oregon

Fidelity & Deposit Co. of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Massachusetts Bonding & Insurance Co.,
A. L. Gilbert, Agent
Mead Building
Portland, Oregon

Fidelity & Casualty Co. of N. Y.,
J. C. Sturm, Agent
Porter Building
Portland, Oregon

Columbia Casualty Co.,
W. E. Taylor, Agent
American Bank Building,
Portland, Oregon.

Gentlemen:

We are attaching a copy of a letter which we received yesterday from Mr. W. B. Patterson regarding his claim against the Fisher Lumber & Piling Company, which, apparently, is subcontracting under Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, in connection with State Highway Contract No. 1620 covering construction of the Alsea Bay Bridge at Waldport.

This information is given you as you appear as surety on the bond furnished in connection with this job.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

RHB:SC
cc - Chairman
Bridge Department

April 3, 1935

Mr. W. W. Patterson
3851 Patterson Avenue
Oakland, California

Dear Sir:

Reply is made to your undated letter which has just been received regarding your claim against Fisher Lumber and Piling Company which, you state, has taken timber from your place in the Alsea Valley for the highway job at Waldport.

We presume that the piling was furnished in connection with the construction of the bridge across Alsea Bay on the Oregon Coast Highway at Waldport. This project is under contract by the State Highway Commission to Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield. We presume that the contractor has arranged with the Fisher Lumber and Piling Company to furnish piling for this job some of which perhaps was taken from your land. I would suggest that you communicate with the contractors with regard to your claim. Their address is 7923 N. E. Halsey St., Portland, Oregon.

In connection with this job the contractors furnished a bond to guarantee the satisfactory completion of the contract and for the protection of claims. As to whether or not your claim is protected under this bond, I cannot say, but it might be well to file notice of your claim with the surety companies furnishing the bond on this project. This bond was written by the following:

Great American Indemnity Co., Failing Bldg., Portland
Hartford Accident & Indemnity Co., Spalding Bldg., Portland
Fidelity & Deposit Co. of Maryland, Failing Bldg., Portland
Massachusetts Bonding & Ins. Co., Mead Bldg., Portland
Fidelity & Casualty Co. of N. Y., Porter Bldg., Portland
Columbia Casualty Co., American Bank Bldg., Portland

Yours very truly,

HBG:MC

Secretary

3851 Patterson Ave.,
Oakland, Calif.

State Highway Commission,
Salem, Oregon.

Gentlemen:

The Fisher Lumber & Piling Co. cut some timber from our place in the Alsea Valley for the highway job at Waldport. Last December they sent word that the job had been held up. We are unable to get any word from them since.

Can you give us any information? Is there anything that can be done about getting the money out of this timber? We are very badly in need of money.

Very truly yours,
W.W. Patterson.

March 18, 1935

Mr. C. B. McCullough
Office

Dear Sir:

Have the contractors on the Alsea Bay bridge presented claims for extra compensation by reason of the delays pursuant to the action of the P. W. A.? Please give me an immediate answer.

Very truly yours,

State Highway Engineer

RHB:HI

FORM 9-B-1 16688 5M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 2, 1935.

PWA

Mr. C. C. Hockley
State Engineer, PWA
U. S. Courthouse
Portland, Oregon.

Dear Sir:

Under date of January 29, you forwarded to this office Acting Deputy Administrator Fleming's circular PW 26272 relative to the general design of bronze tablets to be used on PWA structures. The following is quoted from this circular:

> "The design and legend to be used on the lower tablet shall first be submitted to the central office for approval."

In response to this we are submitting herewith six blueprints indicating the name plate which we propose to install at the Alsea Bay Bridge.

We will be pleased to receive your approval at the earliest possible date as the contractor will soon be working on the entrance plazas and should install the anchor bolts within a short time.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP
cc R. H. Baldock
cc J. M. Devers

16658 5M 9-34
…SIONERS
. M. SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 19, 1935.

Mr. C. C. Hockley
State Engineer, PWA.,
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

We are in receipt of your letter of January 16, which follows the conference held with you in Portland January 15. The subject of this controversy is the classification, either as purveyors of material or as subcontractors, of the parties who are furnishing materials used as foundation protection at the Alsea Bay Bridge.

The three kinds of material being furnished for this work are (1) boulders ranging in size from six inches up; (2) quarry rock of approximately the same size; (3) Brush facines which are bundles of brush from twelve to eighteen inches in diameter and eight feet long.

The specifications differentiate between the furnishing of material and subcontracting as follows: "The purchase of crushed rock, gravel, batched concrete aggregate, mixed concrete and/or any other material, the production of which is often performed by highway contractors as a part of highway construction work, shall be considered subcontracting unless the materials are actually produced at and furnished from an established and recognized commercial plant." None of the three kinds of material furnished are specifically covered by the above specifications and the only justification of a subcontract classification lies in the stretching of the phrase, "other material, the production of which is often performed by highway contractors" to cover them.

The first two of the above materials, boulders and quarry rock, are sometimes included in highway contracts and even occasionally in bridge contracts. However, except when the materials in question are produced within the limits of the job or when, outside those limits, the contractor has elected to produce them with his own forces we have classed such materials as a commercial production, subject to such regulations as the appropriate federal code may prescribe. This interpretation of the above quoted specification has been concurred in by the U. S. Bureau of Public Roads, the Code Authorities and other federal bodies concerned. The activities of these federal bodies are a part of the President's Recovery Program along with those of the Public Works Administration and in starting this work we did not nor do we now see the logic of a diametrically opposite interpretation.

The third kind of material, brush facines, is not a material "often performed by highway contractors". In fact, in fifteen years of bridge and highway construction such material has been used only once to the best of our knowledge. In the present instance the brush facines are being produced by four different operators and in locations as far as twenty miles from the bridge. A considerable portion of the facines are produced by farmers who cut the brush from their own land in spare time along with the operation of their farms. They do not work any set number of hours per day nor pay themselves wages. To subject these men to regulations applicable to contract jobs practically means their withdrawal from this production. We would also point out to you the impracticability of exercising control over such small and scattered operations. We are required to certify to the correctness of payrolls and other reports incidental to such operations and the inspection necessary before such certification can be made is entirely out of proportion.

The classification of these operations as subcontracts would materially increase the cost to the State. To comply would necessitate the discharge of the crews now producing rock and boulders under code regulations and the organizing of other crews on different schedules of pay and hours. The same difficulties apply to the production of brush facines. Where these are now produced by the individual operator and his usual farm help, he would be required to draw upon Reemployment Office lists for short time work in remote localities.

We present the foregoing and ask that you reconsider your ruling on this matter as given in your letter to Mr. R. H. Corey, State Engineer Inspector, dated January 12 and in your letter to us dated January 16.

January 19, 1935

In the event that you still feel that you can not revise your ruling, and permit us to proceed as we are now organized, we will proceed forthwith to modify our organization in accordance with your ruling, upon notification to this effect from your office.

In this event, however, we wish the record to show that this ruling is accepted by the State Highway Commission under protest, with the right reserved to re-open the matter at the termination of the job to the end that the State be reimbursed by additional grant moneys to cover the extra cost due to the operation of these rules.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD

cc Mr. J. M. Devers
Mr. R. H. Baldock
Mr. J. E. Donaldson

January 16, 1935.

Mr. J. M. Devers:

In reference to the attached concerning the Alsea Bay Bridge foundation protection maintenance agreement, permit me to advise as follows:

The only way in which the PWA officials at Washington would agree to substitute rip rap for the steel sheet piling was on the basis of our taking over the maintenance of said rip rap after completion of the job. I told them at the time that I was sure the Commission would be willing to do this, and received Mr. Baldock's ratification when I returned to Salem.

I think what they now want is a resolution setting forth that

WHEREAS the foundations at Alsea Bay involve the placement of a large amount of rip rap not contemplated in the original contract; and

WHEREAS the maintenance of these foundations may necessitate the placement of additional rip rap from time to time, the exact amount and cost of which is difficult to determine; and

WHEREAS the state was very desirous of employing this rip rap in lieu of the steel sheet piling originally requested in order to decrease the cost of the work; and the P.W.A. therefore gave its permission to proceed with the rip rap in lieu of said sheet piling, but with the express understanding that the state would assume any cost involved in the replacement of any of this rip rap after the completion of the structure.

The premises being as above, the Highway Commission now agrees to pay the cost of any renewal or replacement of rip rap which may become necessary at any time subsequent to the completion of the structure, out of current maintenance funds, to the end that the gross revenues collected from tolls may not have to bear this burden; all other maintenance work involved in the bridge to be done and performed in accordance with our original loan and grant agreement.

This is in substance what the P. W. A. want. Mr. Meager would like to have it to go over before the Commission pass on it.

C. B. McCullough

CBM:AP

CC Mr. Baldock

FORM B-E-1 10650 8M 6-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 10, 1935.

Lindstrom & Feigenson,
Parker & Banfield, and
T. H. Banfield,
7923 N. E. Halsey Street,
Portland, Oregon.

Gentlemen:

The Highway Commission's Attorney, Mr. J. M. Devers, has called to my attention the fact that the following provision appears in all of the Coast Bridge contracts except the Alsea Bridge contract:

> "There shall be provided all necessary services and all materials, tools, implements, and appliances required to perform and complete entirely and in a workmanlike manner the work provided for in this contract. Except as otherwise approved in writing by the government engineer, such services shall be paid for in full at least once a month and such materials, tools, implements, and appliances shall be paid for at least once a month to the extent of 90 per cent of the cost thereof to the contractor, and the remaining 10 per cent shall be paid 30 days after the completion of the part of the work in or on which such materials, tools, implements, or appliances are incorporated or used."

Representatives of the Public Works Administrator are required to show in their reports that the provisions of the above section are being complied with and that claims for labor and material are being paid as required. In order to make it possible for the Highway Department to meet its obligation with the Federal government and establish the fact that claims for labor and material are being paid within the purview of the above section, the other contractors have all been requested to furnish the Highway Department each month with a list of unpaid labor and/or material claims.

As stated hereinabove, this provision does not appear in the Alsea Bridge contract, and therefore we have no official right to make this request. In view of the fact that we are securing this material from the other contractors, and in the interest of uniformity, we would be very pleased if we could secure the same information from you in connection with the Alsea structure. If it is convenient, please furnish two copies of such statement so that we may make one available to the P.W.A. officials. That list of claims should contain sufficient information so that the several claims can be identified. In other words, material claims should be supported by invoice numbers or some other definite information and labor claims should be identified by the name of the person to whom payment is due, the time for which it is due and the amount due. Then, when subsequent lists come in, they can be compared with the prior list to determine whether claims are thirty or sixty days old.

It is not the purpose of this department nor of the Public Works Administration to unduly burden you in these matters but you can easily see that the Public Works Administration employes and the State Highway Commission are all under express obligation, growing out of our loan and grant agreement, and we are anxious to conform with those requirements as far as practicable and reasonable.

May we have your cooperation in this matter?

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. Baldock
Mr. J. E. Donaldson
Contractor's Waldport office

FORM 5-E-1 10030 5M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Mr Baldock

Alsea Bay Bridge

January 4, 1935.

Lindstrom & Feigenson,
Parker & Banfield, and
T. H. Banfield,

Attention Mr. T. H. Banfield

Gentlemen:

NOTED

Your communication of December 31, addressed to Mr. Baldock and having to do with certain claims for extra compensation in connection with the construction of the Alsea Bay Bridge, has been referred to this office.

We have gone into the claims which you set up, and do not believe your position to be at all unreasonable. In order to substantiate the various claims, certain supporting data will of course be necessary but we believe that we should have no trouble in arriving at a basis of settlement which will be mutually satisfactory.

Taking up the various items enumerated in your communication it would appear as follows:

Under Items 1 and 2, you request compensation for certain extra expense to which your company was put by virtue of changes in plans for Piers 7 and 10. You request $2,600 as an adjustment on Pier 10, and $3,325 as an adjustment on Pier 7. We have no way of checking these figures until complete supporting data are submitted, but it would appear to us that both of these claims should be approved in principle, subject to a later determination of the actual amount involved in each case.

Your next item has to do with the matter of extending the time of construction. The same principle applies in this case. In other words, we feel that you should be granted some extension in time but think that the exact amount will have to be thrashed out and agreed upon.

Your next item has to do with the matter of certain piling which you stated would be left on hand because of changes in the design of Piers 7 and 10. In this connection

IN S-E-1 19
COMMI
SLIP

Lindstrom & Feigenson,
Parker & Banfield, and
T. H. Banfield, #2

January 4, 1933.

I understand that we have made arrangements whereby all of these piling will be used up in the work so that the reason for this claim has now been eliminated.

I think that as quickly as you have your supporting figures in reference to extra expense items involved in the changes for Piers 7 and 10, it would be a good idea for us to get together in conference in this office. I would suggest that you let us know a few days in advance so that both Mr. Paxson and I can be here.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Contractor's Waldport Office
R. H. Baldock
J. M. Devers

#1620
Alsea Bridge

January 8, 1935

Mr. Lowell Miller, Special Agent
Hartford Accident & Indemnity Co.,
267 Washington Street
Portland, Oregon

Dear Sir:

Reply is made to your letter of January 3 regarding the claim of V. R. Sanders, of McMinnville, against the bond of Lindstrom & Feigenson et al furnished in connection with State Highway Contract No. 1620 covering construction of the Alsea Bay Bridge at Waldport.

You point out that the claim as filed enumerates the General Construction Company along with the contractors and the various bonding companies interested in this project. To the best of our knowledge the General Construction Company has no connection whatsoever with this particular contract and we have no idea as to why that company was included in the notice of claim. As mentioned in your letter, this company may have been included in the notice of claim by mistake. However, I would suggest that you make further inquiry of Mr. Sanders or his attorney as there may be some reason for the claimant including the General Construction Company in this claim.

Yours very truly,

Secretary

HBG:MC

JAS. L. D. KEARNEY
VICE PRESIDENT AND GENERAL MANAGER

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT [illegible] CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA

OREGON SERVICE OFFICE
267 WASHINGTON STREET
FIDELITY AND SURETY DEPARTMENT
LOWELL M. MILLER, SPECIAL AGENT

JOY LICHTENSTEIN
VICE-PRESIDENT

PORTLAND, OREGON

January 3, 1935

State Highway Department,
Salem, Oregon.

Gentlemen:

Attention Mr. Glaisyer.

This will acknowledge your letter of January 2nd to which is attached copy of claim against the bond of Lindstrom & Feigenson et al furnished in connection with contract No. 1620 covering the construction of Alsea Bay bridge at Waldport which claim is verified by one V.R. Sanders of McMinnville, Oregon.

Particularly about the claim I note that after the claimant has enumerated the contractors and all of the various bonding companies he then includes the General Construction Company. Do you have any information as to why this has been done? So far as we know the General Construction Company has no connection whatever with the Lindstrom & Feigenson contract nor have they in any way obligated themselves on behalf of Lindstrom & Feigenson. This of course may be an error on the part of the person who prepared the claim but I would like to determine if there is any foundation or misconception leading to this error.

Very truly yours,

Lowell Miller

Lowell Miller
Special Agent

M/n

NRA
MEMBER
U.S.
WE DO OUR PART

#1620

Alsea Bay Bridge

January 2, 1936

Great American Indemnity Co.,
Hartford Accident & Indemnity Co.
Fidelity & Deposit Company of Maryland
Massachusetts Bonding & Insurance Co.
Fidelity & Casualty Company of N. Y.
Columbia Casualty Company

Gentlemen:

We are attaching a copy of notice of claim which has been filed by V. R. Sanders against the bond furnished by Lindstrom & Feigenson, Parker & Banfield and T. M. Banfield in connection with State Highway Contract No. 1620 which was awarded to said contractors for construction of the Alsea Bay Bridge at Waldport. This claim is for hauling lumber and amounts to $164.88.

This information is given you as you appear as surety on the bond involved.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MG

cc - Lindstrom & Feigenson,
Parker & Banfield &
T. M. Banfield,
7925 N. E. Halsey St.,
Portland, Oregon

January 2, 1935

Hon. P. J. Stadelman,
Secretary of State
CAPITOL BUILDING

Dear Sir:

This is to acknowledge receipt of your letter of December 28 with attached copies of notice of claim which has been filed by V. R. Sanders against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield in connection with State Highway Contract No. 1620 which was awarded to said contractors for the construction of the Alsea Bay Bridge at Waldport. This claim is for hauling lumber and amounts to $164.88.

In accordance with our usual practice we are today sending copies of this notice of claim to the surety companies and the contractor.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

Geo. H. Flagg,
Chief Deputy

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

December 28, 1934

State Highway Commission
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

We received from Jas. E. Burdett, Attorney, McMinnville, and filed as of December 17th, a notice of claim by V. R. Sanders for hauling lumber in the amount of $164.88, against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massa chusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York and Columbia Casualty Company and General Construction Company, for construction work of the bridge near Waldport.

A copy of the notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

P. J. Stadelman

Secretary of State

EL

Enc. 3

To the State of Oregon notice is hereby given that the undersigned, V. R. Sanders, has a claim for hauling of lumber from Monroe, Oregon to Wallport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Days	No. feet of lumber	Price
July 13	6000	$ 18.58
July 14	6000	22.16
July 16	6300	24.70
July 30	6000	24.12
July 31	6000	23.80
August 6	5800	17.28
August 9	6000	24.19
August 10	6727	20.47
August 13	6390	19.00
August 14	6792	27.16
August 15	6060	18.18
August 16	6720	25.68
	Total	$265.32
	Less Amount paid thereon	100.44
	Total Balance due	$164.88

against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, for the work of hauling said lumber and Materials, which lumber was used in the construction of the bridge near Wallport.

Dated at McMinnville, Oregon, this 13th day of December, 1934

V. R. SANDERS.

STATE OF OREGON)
) ss.
County of Yamhill)

I. V. R. Sanders, being first duly sworn, depose and say that I am the claimant above named, and have read the foregoing claim and know the contents thereof and believe the same to be true and just and there are no offsets or counter claims to said claim.

V. R. SANDERS

Subscribed and sworn to before me this 13th day of December, 1934.

J. E. BURDETT
Notary Public for Oregon

My commission expires
November 16, 1935

(SEAL)

ENDORSED:
File No. 2466
Filed December 17, 1934
P. J. STADELMAN, Secretary of State

#1620

PWA

December 17, 1934

Mr. James E. Burdett
Attorney at Law
Masonic Building
McMinnville, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 14th enclosing notice of claim of V. R. Sanders against a bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company as surety for hauling of lumber from Monroe, Oregon to Waldport, Oregon, for use in connection with the construction of the Coast Highway bridge across Alsea Bay, said claim being in the sum of $164.88.

I am noting this claim in the records ofthis job, and am also calling it to the attention of the contractors and the surety on their bond furnished in connection with this job.

Very truly yours,

Secretary.

HBG:OG

cc C. B. McCullough

December 17, 1934

Great American Indemnity Co., Failing Bldg., Portland, Oregon.
Hartford Accident & Indemnity Co., Spalding Bldg, Portland, Oregon.
Fidelity & Deposit Co., Failing Bldg., Portland, Oregon
Massachusetts Bonding & Ins. Co., Mead Bldg., Portland, Oregon.
Fidelity & Casualty Co., Porter Bldg., Portland, Oregon
Columbia Casualty Co., Portland, Oregon

Gentlemen:

I am attaching hereto a notice of claim that has just been filed in the office of the State Highway Commission by James V. Burdett, Attorney at Law, McMinnville, Oregon, being the claim of V. H. Sanders against Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, contractors for the construction of the Coast Highway bridge across Alsea Bay at Waldport, Oregon.

This information is given to you since you appear as surety on the bond furnished by the contractors in connection with this project.

Very truly yours,

Secretary

MBG/OG
encl.

cc Bridge Department
Contractor.

JAMES E. BURDETT
ATTORNEY AT LAW
MASONIC BUILDING
McMINNVILLE, OREGON

December 14,1934

State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed herewith find claim of W. R. Sanders for hauling lumber from Monroe, Oregon, to Wallport, Oregon, which I wish you would file. The lumber hauled by him was placed in the State bridge near the town of Wallport.

Thanking you for your courtesy in this matter, I beg to remain,

Very truly yours,

Jas. E. Burdett

JEB:F

To the State of Oregon notice is hereby given that the undersigned, V. R. Sanders, has a claim for hauling of lumber from Monroe, Oregon to Wallport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Days	No. feet of lumber	Price
July 13	6000	$ 18.58
July 14	6000	22.16
July 16	6300	24.70
July 30	6000	24.12
July 31	6000	23.80
August 6	5800	17.28
August 9	6000	24.19
August 10	6727	20.47
August 13	6300	19.00
August 14	6792	27.16
August 15	6060	18.18
August 16	6720	25.68

Total $265.32
Less Amount paidthereon 100.44

Total Palance due $164.88

against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, for the work of hauling said lumber and Materials, which lumber was used in the construction of the bridge near Wallport.

Dated at McMinnville, Oregon, this 13th day of December, 1934.

V. R. Sanders

STATE OF OREGON)
) ss.
County of Yamhill)

I, V. R. Sanders, being first duly sworn, depose and say that I am the claimant above named, and have read the foregoing claim and know the contents thereof and believe the same to be true and just and there are no offsets or counter claims to said claim.

V. R. Sanders

Subscribed and sworn to before me this 13th day of December, 1934.

J. V. Benedict
Notary Public for Oregon

My commission expires:
November 16, 1935.

To the State of Oregon notice is hereby given that the undersigned, V. R. Sanders, has a claim for hauling of lumber from Monroe, Oregon to Wallport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Days	No. feet of lumber	Price
July 13	6000	$ 18.58
July 14	6000	22.16
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August 15	6060	18.18
August 16	6720	25.68
	Total	$265.32
	Less Amount paidthereon	100.44
	Total balance due	$164.88

Against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great Ameridan Indemnity Company, Hartford accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, for the work of hauling said lumber and materials, which lumber was used in the construction of the bridge near Wallport.

Dated at McMinnville, Oregon this 13th day of December, 1934.

V. R. SANDERS

Copy

STATE OF OREGON)
(ss.
County of Yamhill)

I, V. R. Sanders, being first duly sworn, depose and say that I am the claimant above named, and have read the foregoing claim and know the contents thereof and believe the same to be true and just and there are no offsets or counter claims to said claim.

V. R. Sanders

Subscribed and sworn to before me this 13th day of December, 1934.

J. E. Burdett
Notary Public for Oregon

My commission expires:
November 16, 1935

(SEAL)

Dec. 6, 1934.

Mr. Baldock:

Herewith letter to Lindstrom & Feigenson written in accordance with your request of yesterday. Mr. Devers has looked it over and gives it his O.K.

If its form is acceptable to you I would suggest that you sign it and send it registered mail.

C. B. McCullough

---

caused by such delay.

We are of course not in position to pass upon this matter until all of the facts are presented to us, but will be glad to give careful consideration to any claim of this nature which you desire to make. We do request, however, that you present any such claim immediately in order that we may give it careful analysis and forward it in turn to the State Highway Commission for final consideration.

In this connection, we wish to point out that our records indicate that you were given instructions to proceed with Pier 8 on November 20. You were also notified to proceed with the other piers on December 3, and given full and complete instructions as regards size, footing depths, etc.

It is extremely important that this work proceed without further delay, and we feel that it will be necessary to hold your company strictly responsible for any damage or additional cost occasioned by your failure to proceed forthwith to the construction of these piers with the utmost speed and despatch.

If it can be shown that any loss has been occasioned to your company by virtue of orders issued by this department, we will recommend to the State Highway Commission that compensation be made for such loss.

Alsea Bay Bridge

December 8, 1934.

Lindstrom & Feigenson,
Parker & Banfield, & T. H. Banfield
7028 N. E. Halsey Street,
Portland, Oregon.

Attention Mr. T. H. Banfield

Gentlemen:

Receipt is acknowledged of your communication of November 28, in which you state that our order of November 16, temporarily suspending work on Piers 8 and 10 of the Alsea Bay Bridge has practically caused the shutting down of all operations on this project; and that you therefore expect the State Highway Department to compensate you for all loss caused by such delay.

We are of course not in position to pass upon this matter until all of the facts are presented to us, but will be glad to give careful consideration to any claim of this nature which you desire to make. We do request, however, that you present any such claim immediately in order that we may give it careful analysis and forward it in turn to the State Highway Commission for final consideration.

In this connection, we wish to point out that our records indicate that you were given instructions to proceed with Pier 8 on November 28. You were also notified to proceed with the other piers on December 5, and given full and complete instructions as regards size, footing depths, etc.

It is extremely important that this work proceed without further delay, and we feel that it will be necessary to hold your company strictly responsible for any damage or additional cost occasioned by your failure to proceed forthwith to the construction of these piers with the utmost speed and despatch.

If it can be shown that any loss has been occasioned to your company by virtue of orders issued by this department, we will recommend to the State Highway Commission that compensation be made for such loss.

If, on the other hand, any loss or damage is caused the State by failure on the part of your organization to proceed promptly with the construction of these piers to revised elevations, we will feel bound to hold your company strictly responsible.

We wish to urge that you give early attention to this matter and also that you lend every effort to speeding up the construction of these foundations to the end that no further damage or delay be occasioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc C. B. McCullough
J. M. Devers
Lindstrom & Feigenson, Waldport

December 6, 1934

Wilbur, Beckett, Howell & Oppenheimer
Attorneys at Law
Board of Trade Building
Portland, Oregon

Attention of Mr. E. K. Oppenheimer

Gentlemen:

Reference is made to your letter of December 4 concerning the E. R. Ogg claim against the contractors for the construction of the Alsea Bay bridge at Waldport.

The word "contractor" in the second paragraph of my letter of December 1 on this subject refers to Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield and the bond furnished by them in connection with this contract.

Very truly yours,

Secretary

HBG:AJ

R W WILBUR
H B BECKETT
F C HOWELL
E K OPPENHEIMER
FRANCIS E. MARSH

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

December 4th,
1934.

Oregon State Highway Commission,

Salem, Oregon.

ATTENTION: MR. H. B. GLAISYER

Dear Sir:

Re E. R. Ogg Claim

We have your letter of December 1st, relative to the above.

So there will be no misunderstanding, we assume that where you use the word "contractor" in the second paragraph of your letter, you have reference to the parties named in the second paragraph of our letter of November 28th.

In other words, E. R. Ogg may have a valid claim against his employer, but Chapman Lumber Company will not liquidate the same other than under the circumstances mentioned in our letter of November 28th.

Respectfully yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER,

EKO:A

By E K Oppenheimer

December 1, 1934

Wilbur, Beckett, Howell & Oppenheimer
Board of Trade Building
Portland, Oregon

Gentlemen: Attention of Mr. E. K. Oppenheimer

This acknowledges receipt of your letter of November 28 regarding the claim of E. R. Ogg against Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield for hauling lumber used in connection with the construction of the Alsea Bay bridge at Waldport.

We note that the Chapman Lumber Company will pay this claim in the event your investigation reveals that it is a just claim against the contractor.

Thank you for this information.

Very truly yours,

Secretary

HBG:AJ

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
FRANCIS E. MARSH

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

RECEIVED
NOV [illegible]

November 28th, 1934.

Great American Indemnity Company,
Failing Building,
Portland, Oregon.

Hartford Accident & Indemnity Co.,
Spalding Building,
Portland, Oregon.

Fidelity and Deposit Company,
Failing Building,
Portland, Oregon.

Massachusetts Bonding & Insurance Co.,
Mead Building,
Portland , Oregon.

Fidelity & Casualty Co.,
Porter Building,
Portland, Oregon.

Columbia Casualty Co.,
American Bank Building,
Portland, Oregon.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are attorneys for Chapman Lumber Company and have for acknowledgment copy of letter under date of October third from the Oregon State Highway Commission relative to the claim of E. R. Ogg filed against Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, for hauling lumber used in connection with the Alsea Bay Bridge at Waldport in the sum of $435.80.

This is to advise that we are investigating the merits of this alleged claim, and if it be established that it is a valid one against Lindstrom & Feigenson, Parker & Banfield and / or T. H. Banfield, or their bond, in connection with the Alsea Bay Bridge, it will be for Chapman Lumber Company's account, and it will be taken care of by that Company. As presently advised, it is our opinion that this is not a valid lien or claim.

We are contacting Mr. James E. Burdett, attorney for the claimant, Ogg.

Respectfully yours,
WILBUR, BECKETT, HOWELL & OPPENHEIMER,

By E K Oppenheimer

CC Lindstrom & Feigenson,
Parker & Banfield,
T. H. Banfield,
7923 N.E.Halsey St.,Portland

FORM 2-2-1 16636 8M 6-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 5, 1934

Memorandum to Mr. Glaisyer:

Mr. Baldock's note on copy of letter from the contractors for the Alsea Bay Bridge states that he wants copy of his memorandum to Mr. McCullough.

I do not find any memorandum to Mr. McCullough but two telegrams were sent to Mr. McCullough, and six copies of each are enclosed.

I am also sending you six copies each of telegrams which we have received from Mr. McCullough and Mr. Paxson. I thought perhaps Mr. Baldock might wish to have these to hand to the Highway Commission. I would suggest that you talk to him about it when you deliver the other copies.

W. A. Reeves

WAR:AP

Alsea Bay Bridge

November 28, 1934

Oregon State Highway Commission
Bridge Department
Salem, Oregon

Gentlemen:

On November 16, 1934 Lindstrom & Feigenson-Parker & Banfield and T. H. Banfield, contractors in charge of the Alsea Bay Bridge project were instructed by your Resident Bridge Engineer, Mr. Marshall Dresser, that we could not proceed further with the work on Piers Nos. 8 and 10 until a decision had been arrived at by the Highway Commission as to the proper method of over-coming the shifting of sand bars caused by the current, inasmuch as these piers might be changed.

This order has practically caused the shutting down of all operations on this bridge project, and we shall therefore expect the State Highway Department to compensate us for all loss caused by this delay.

Very truly yours,

LINDSTROM & FEIGENSON-PARKER & BANFIELD
and T. H. BANFIELD

THB rp

By: T H Banfield
T. H. BANFIELD

Copy to: Mr. R.H.Baldock, State Highway Engineer
Mr. C.B.McCullough, Bridge Engineer

REFERRED TO
Glasgow

Copies to
Commission –
also – my ~~[illegible]~~ [illegible] &
Mr McCullough.

COPY

WESTERN UNION TELEGRAM

1934 DEC 1 PM 4 58

FM 72 58 NL COLLECT GH WASHINGTON DC 1

R H BALDOCK
STATEHIGHWAY ENGINEER

PWA HAVE AGREED TO OUR ENTIRE PROGRAM FOR ALSEA FOUNDATIONS STOP HAVE SAVED AT LEAST FIFTY THOUSAND DOLLARS OVER SCHEME AS OUTLINED STOP HOCKLEY AND MACDONOUGH VERY HELPFUL AND CONSIDERATE STOP STARTING HOME TOMORROW

MCCULLOUGH

COPY

WESTERN UNION TELEGRAM

1934 DEC 2 AM 8 30

PR9 85 NL COLLECT GH WASHINGTON DC DEC 1

O A CHASE
STATE HIGHWAY DEPT SM-

HAVE AGREED AS FOLLOWS STOP WILL NOT USE STEEL SHEET PILING AS PERMANENT PROTECTION STOP FOOTING OF PIER NUMBER 4 AT MINUS 30 STOP PIER NUMBER 7 AT MINUS 35 STOP PIER NUMBER 10 AT MINUS 25 STOP ALL PIERS FROM NUMBER 4 to NUMBER 10 INCLUSIVE TO BE RIPRAPPED STOP APPROACH BENTS TO BE RIPRAPPED AS PER HOCKLEYS TELEGRAM STOP MAKE DESIGN FOR PIERS AND ADVISE DRESSLER TO PROCEED WITH REVISION OF PIER NUMBER 10

G. S. Paxson

COPY

WESTERN UNION TELEGRAM

DECEMBER 1, 1934

C. B. McCullough
Washington Hotel
Washington D. C.

WORK HELD UP ALSEA HAVE HOCKLEY WIRE CORBY INSTRUCTIONS PERMITTING RIPRAPPING TO PROCEED

R.H.BALDOCK

COPY
WESTERN UNION TELEGRAM

Salem, Oregon Dec. 1, 1934

C. B. McCullough

C. B. MCCULLOUGH
WASHINGTON HOTEL
WASHINGTON D. C.

ALSEA BAY CONTRACTORS STATE THAT STOPPING OF WORK ON PIERS EIGHT AND TEN PRACTICALLY CAUSED THE SHUTTING DOWN OF ALL WORK ON PROJECT AND THAT THEY WILL EXPECT STATE TO COMPENSATE THEM FOR LOSSES CAUSED BY DELAY STOP RESIDENT ENGINEER INSPECTOR HAS STOPPED WORK PLACING RIPRAP UNTIL WRITTEN AUTHORITY IS RECEIVED STOP PLEASE REQUEST HOCKLEY TO WIRE WRITTEN AUTHORITY TO COREY FOR PLACING RIPRAP AT ONCE

R.H.BALDOCK

COPY

WESTERN UNION TELEGRAM

1934 DEC 2 PM 5 51
FR 21 55 NL COLLECT-GH WASHINGTON DC 2

R H BALDOCK
STATE HIGHWAY ENGINEER SALEM ORG

YOUR WIRE STOP HOCKLEY LEFT LAST NIGHT BUT HAVE WIRED HIM ON TRAIN AS PER YOUR ADVICE STOP SUGGEST WE PROCEED AT ONCE WITH RIP RAP REGARDLESS OF GORAY STOP EVERYTHING ALL STRAIGHT HERE

McCULLOUGH

C O P Y

WESTERN UNION TELEGRAM

1934 DEC 4 PM 9 25

FR 89 33 NL COLLECT - CHICAGO ILL 4

W A REEVES
STATE HIGHWAY DEPARTMENT SM-

MISSED PLANE AT CHICAGO AND AM CATCHING TRAIN TONIGHT STOP PORTLAND FRIDAY MORNING STOP DID NOT GET ANSWER TO MY WIRE TO HOCKLEY PLEASE FOLLOW UP STOP

McCULLOUGH

MEMO Dec. 5.

Visited job Sunday evening Dec. 2 and found that Corey had instructed R.E.I. to let us proceed with approach rip rap.

W. A. Reeves

C O P Y

WESTERN UNION TELEGRAM

1934 DEC 1 PM 4 58

PR 72 35 NL COLLECT GH WASHINGTON DC 1

R H BALDOCK
STATEHIGHWAY ENGINEER

PWA HAVE AGREED TO OUR ENTIRE PROGRAM FOR ALSEA FOUNDATIONS STOP HAVE SAVED AT LEAST FIFTY THOUSAND DOLLARS OVER SCHEME AS OUTLINED STOP HOCKLEY AND MACDONOUGH VERY HELPFUL AND CONSIDERATE STOP STARTING HOME TOMORROW

MCCULLOUGH

COPY

WESTERN UNION TELEGRAM

1934 DEC 2 AM 8 20

PRG 83 NL COLLECT GH WASHINGTON DC DEC 1

O A CHASE
STATE HIGHWAY DEPT SM=

HAVE AGREED AS FOLLOWS STOP WILL NOT USE STEEL SHEET PILING AS PERMANENT PROTECTION STOP FOOTING OF PIER NUMBER 4 AT MINUS 30 STOP PIER NUMBER 7 AT MINUS 35 STOP PIER NUMBER 10 AT MINUS 28 STOP ALL PIERS FROM NUMBER 4 to NUMBER 10 INCLUSIVE TO BE RIPRAPPED STOP APPROACH BENTS TO BE RIPRAPPED AS PER HOCKLEYS TELEGRAM STOP MAKE DESIGN FOR PIERS AND ADVISE DRESSLER TO PROCEED WITH REVISION OF PIER NUMBER 10

G. S. Paxson

COPY

WESTERN UNION TELEGRAM

DECEMBER 1, 1934

C. B. McCullough
Washington Hotel
Washington D. C.

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R.H.BALDOCK

COPY
WESTERN UNION TELEGRAM

Salem, Oregon Dec. 1, 1934

C. B. McCullough

C. B. MCCULLOUGH
WASHINGTON HOTEL
WASHINGTON D. C.

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R.H.BALDOCK

COPY

WESTERN UNION TELEGRAM

1934 DEC 2 PM 5 51

PR 21 35 NL COLLECT=GH WASHINGTON DC 2

R H BALDOCK
STATE HIGHWAY ENGINEER SALEM ORG

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McCULLOUGH

C O P Y

WESTERN UNION TELEGRAM

1934 DEC 4 PM 9 25

PR 89 33 NL COLLECT - CHICAGO ILL 4

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STATE HIGHWAY DEPARTMENT SM-

MISSED PLANE AT CHICAGO AND AM CATCHING TRAIN TONIGHT STOP PORTLAND FRIDAY MORNING STOP DID NOT GET ANSWER TO MY WIRE TO HOCKLEY PLEASE FOLLOW UP STOP

McCULLOUGH

MEMO Dec. 5.

Visited job Sunday evening Dec. 2 and found that Corey had instructed R.E.I. to let us proceed with approach rip rap.

W. A. Reeves

C O P Y

WESTERN UNION TELEGRAM

1934 DEC 1 PM 4 58

PR 72 36 NL COLLECT GH WASHINGTON DC 1

R H BALDOCK
STATEHIGHWAY ENGINEER

PWA HAVE AGREED TO OUR ENTIRE PROGRAM FOR ALSEA FOUNDATIONS STOP HAVE SAVED AT LEAST FIFTY THOUSAND DOLLARS OVER SCHEME AS OUTLINED STOP HOCKLEY AND MACDONOUGH VERY HELPFUL AND CONSIDERATE STOP STARTING HOME TOMORROW

MCCULLOUGH

COPY
WESTERN UNION TELEGRAM

Salem, Oregon Dec. 1, 1934

C. B. McCullough

C. B. MCCULLOUGH
WASHINGTON HOTEL
WASHINGTON D. C.

ALSEA BAY CONTRACTORS STATE THAT STOPPING OF WORK ON PIERS EIGHT AND TEN PRACTICALLY CAUSED THE SHUTTING DOWN OF ALL WORK ON PROJECT AND THAT THEY WILL EXPECT STATE TO COMPENSATE THEM FOR LOSSES CAUSED BY DELAY STOP RESIDENT ENGINEER INSPECTOR HAS STOPPED WORK PLACING RIPRAP UNTIL WRITTEN AUTHORITY IS RECEIVED STOP PLEASE REQUEST HOCKLEY TO WIRE WRITTEN AUTHORITY TO COREY FOR PLACING RIPRAP AT ONCE

R.H.BALDOCK

COPY

WESTERN UNION TELEGRAM

DECEMBER 1, 1934

C. B. McCullough
Washington Hotel
Washington D. C.

WORK HELD UP ALSEA HAVE HOCKLEY WIRE CORBY INSTRUCTIONS PERMITTING RIPRAPPING TO PROCEED

R.H.BALDOCK

COPY

WESTERN UNION TELEGRAM

1934 DEC 2 AM 8 20

PRS 88 NL COLLECT GH WASHINGTON DC DEC 1

O A CHASE
STATE HIGHWAY DEPT SM-

HAVE AGREED AS FOLLOWS STOP WILL NOT USE STEEL SHEET PILING AS PERMANENT PROTECTION STOP FOOTING OF PIER NUMBER 6 AT MINUS 30 STOP PIER NUMBER 7 AT MINUS 28 STOP PIER NUMBER 10 AT MINUS 25 STOP ALL PIERS FROM NUMBER 6 to NUMBER 10 INCLUSIVE TO BE RIPRAPPED STOP APPROACH BENTS TO BE RIPRAPPED AS PER HOCKLEYS TELEGRAM STOP MAKE DESIGN FOR PIERS AND ADVISE DRESSLER TO PROCEED WITH REVISION OF PIER NUMBER 10

G. S. Paxson

C O P Y

WESTERN UNION TELEGRAM

1934 DEC 2 PM 5 51
FR 21 35 NL COLLECT-GH WASHINGTON DC 2

R H BALDOCK
STATE HIGHWAY ENGINEER SALEM ORG

YOUR WIRE STOP HOCKLEY LEFT LAST NIGHT BUT HAVE WIRED HIM ON TRAIN AS PER YOUR ADVICE STOP SUGGEST WE PROCEED AT ONCE WITH RIP RAP REGARDLESS OF CORAY STOP EVERYTHING ALL STRAIGHT HERE

McCULLOUGH

COPY

WESTERN UNION TELEGRAM

1934 DEC 4 PM 9 25

PR 89 33 NL COLLECT = CHICAGO ILL 4

W A REEVES
STATE HIGHWAY DEPARTMENT SM=

MISSED PLANE AT CHICAGO AND AM CATCHING TRAIN TONIGHT STOP PORTLAND FRIDAY MORNING STOP DID NOT GET ANSWER TO MY WIRE TO HOCKLEY PLEASE FOLLOW UP STOP

McCULLOUGH

MEMO Dec. 5.

Dec. 2

Visited job Sunday evening/ and found that Carey had instructed R.E.I. to let us proceed with approach rip rap.

W. A. Reeves

x140 cu.yds

Alsea Bay
[illegible]

November 28, 1934.

Mr. C. B. McCullough

I have made estimates of cost on the scheme for protecting the piers at Alsea Bay set forth in Mr. Heckley's telegram of November 26. This telegram includes the following five items:

1. Rip rap approach bents 4,000 cu.yds at $9.50	$38,000
2. Rip rap streambed Pier 10 to Bent 3, 400 cu.yds at $9.50	3,800
3. Rip rap Piers 8 and 9 500 cu.yds at $9.50	4,750
4. Steel sheet caisson piers 3 to 9 and 10	60,000
5. Lower foundation Piers 4 and 7 to -35.0	36,450
	$143,000

NOTED
Highway Engineer

Of this program, we are prepared to agree to the first three items shown, namely: the riprapping of the approach bents, the riprapping of the streambed between Pier 10 and Bent 3, and the riprapping between Piers 8 and 9.

I have also made an estimate of the riprapping necessary to surround each one of the piers with a triangular section eight feet high and extending out from the piers 12 feet. This would place the surface of the riprap at a 1½:1 slope. This would require the following yardage:

Pier No. 3	220 cu.yds
Pier No. 4	300 cu.yds
Pier No. 5	300 cu.yds
Pier No. 6	300 cu.yds
Pier No. 7	300 cu.yds
Pier No. 8	220 cu.yds
Pier No. 9	250 cu.yds
Pier No. 10	250 cu.yds
	2140 cu.yds

2140 cu.yds at $9.50 $20,330

This would be the cost to balance against Items 3 and 4 of the first schedule of estimates shown.

It also seems to me that the depth of minus 35.0 is deeper than necessary for Piers 4 and 7. This is especially true at Pier 4 where the streambed is now at elevation minus 15.0, and has shown no tendency to scour. If we could reduce this depth to minus 30.0, the lowering would cost approximately $23,400 instead of the $36,450 shown. I believe that the following scheme would afford every reasonable protection for these piers:

1. Rip rap approach bents 4,000 cu.yds at $9.50	$38,000
2. Rip rap streambed from Pier 10 to bent 3, 400 cu.yds at $9.50	3,800
3. Rip rap all piers 2140 cu.yds at $9.50	20,330
4. Lower foundation of Piers 4 and 7 to minus 30.0	23,400
	$85,530

Very truly yours,

G. S. Paxson

GSP:AP

Pier No. 3

Steel - 141 x 36 x 22 = 112,000# at $0.045	$ 5,040
Rip rap 190 cu.yds at $9.50	1,805
	$ 6,845

Pier No. 4

Steel - 181 x 48 x 22 = 192,000# at $0.045	$ 8,640
Rip Rap 260 cu.yds at $9.50	2,470
	$11,110

Pier No. 5

Steel - 176 x 42 x 22 = 163,000 # at $0.045	$ 7,335
Rip Rap 285 cu.yds at $9.50	2,707.
	$10,042.

Pier No. 6

Steel - 176 x 42 x 22 = 163,000# at $0.045	$ 7,335
Rip Rap 285 cu.yds at $9.50	2,707
	$10,042

Pier No. 7

Steel - 181 x 48 x 22 = 192,000# at $0.045	$ 8,640
Rip Rap 260 cu.yds at $9.50	2,470
	$11,110

Pier No. 10

Steel - 165 x 32 x 22 = 119,000 at $0.045	$ 5,355
Rip Rap 250 cu.yds at $9.50	2,375
Seal 30 cu.yds at $18.50	555
Excav. 45 cu.yds at $12.00	540
	$10,825

Total $59,974

CLASS OF SERVICE DESIRED	
DOMESTIC	FOREIGN
TELEGRAM	FULL RATE CABLE
DAY LETTER	DEFERRED CABLE
NIGHT MESSAGE	NIGHT CABLE LETTER
NIGHT LETTER	WEEK-END CABLE LETTER
SHIP RADIOGRAM	RADIOGRAM

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication.

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables

All America Cables

Mackay Radio

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Form 2 Dbl

Mr. Baldock

C
O
P
Y

[illegible] Bay

SU WASHINGTON D C NOV 26TH 1934

J M DEVERS STATE HIGHWAY COMMISSION SALEM OGN

WE HAVE AGREED TO RIPRAP ALL APPROACH BENTS STOP WE HAVE AGREED TO RIPRAP BETWEEN BENT THREE AND PIER TEN STOP WE ARE TO CARRY ALL SHEET PILING ON PIERS TO MINUS FORTY EXCEPT NUMBERS EIGHT AND NINE WHICH ARE TO BE RIPRAPPED ONLY STOP WE ARE TO REDESIGN PIERS FOUR AND SEVEN AND CARRY SHEET PILINGS TO MINUS FORTY AND EXCAVATE THEM TO MINUS THIRTY FIVE AND FILL THEM WITH CHEAP CONCRETE FROM THIRTY FIVE TO MINUS TWENTY ONE PRESENT SEALS

NOTED

[illegible] Highway Engineer

C C HOCKLEY OREGON STATE ENGR

In case we should run short of sand from the Yachats deposit, we will undoubtedly let them sell this sand to the bridge contractor.

In your letter of November 17, you stated that it was a CCC truck which was hauling this sand from the stockpile. I doubt very much if Saxton & Looney are aware that the sand is being taken, but for a limited amount of material going to a government operation, I do not think that we should object to its sale.

Very truly yours,

G. S. Paxson
Assistant Bridge Engineer

GSP:AP
cc Mr. Baldock

2M 8-34
ONERS
OTT, CHAIRMAN, PORTLAND
HBURNE, EUGENE
H. PENDLETON

YER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 21, 1934.

Mr. E. A. Collier
Division Engineer
State Highway Department
Roseburg, Oregon.

Dear Sir:

Saxton & Looney had a subcontract from the contractors on the Alsea Bay Bridge to furnish coarse aggregate only. There is a considerable amount of the so-called smelt sand mixed with the gravel at the mouth of Ten Mile Creek, and they elected to save a part of this sand and stockpile it on the chance that there might be a market for it. They attempted to sell some of this sand a few months ago to private parties, and we informed them that since this material came from a state-owned pit, and was stored on state property, that we could not permit them to so dispose of the sand.

In case we should run short of sand from the Yachats deposit, we will undoubtedly let them sell this sand to the bridge contractor.

In your letter of November 17, you stated that it was a CCC truck which was hauling this sand from the stockpile. I doubt very much if Saxton & Looney are aware that the sand is being taken, but for a limited amount of material going to a government operation, I do not think that we should object to its sale.

Very truly yours,

G. S. Paxson
Assistant Bridge Engineer

GSP:AP
cc Mr. Baldock

FORM B E-1 19859 2M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

[illegible]

November 10, 1934.

Mr. C. C. Hockley
State Engineer, P.W.A.
Federal Courthouse,
Portland, Oregon.

Dear Mr. Hockley:

Since our conference of yesterday, I have given the matter of the scour condition around some of the piers at Alsea Bay Bridge further consideration, and can find nothing which would in any way modify the statements which I made to you at that conference.

The currents in the Alsea Bay which have caused this scour are almost entirely tidal currents. The amount of fresh water flowing into the bay is almost negligible compared with the stream area at the bridge site. The scour has, in the main, occurred on the flood tides, and the effect of fresh water flowing into the bay would be to check the velocity of these flood tides rather than increase them. During the past month the tides have been at practically their maximum range, and have been accentuated by one of the worst storms which this section of the coast has experienced in many years. We have every reason to believe that the conditions causing the scour have been as bad as we can reasonably expect to experience. The scour which has occurred is local in character and does not represent a lowering of the entire stream channel. The material which has been scouted out from around the piers and the construction false work has been redeposited above and below the bridge so that the general elevation of the stream channel, except along the line of the bridge itself is now higher than it was when the construction was begun. During construction, we have blocked up about 25 per cent of the effective area of the channel with the pier cofferdams, and the false work piling. These obstructions greatly increase the velocity at the bridge site and there is much more tendency to scour now than there can be after the completion of the structure.

H. B. GLA BAKER
E. B. ALDRICH, PENDLETON
G. WASHBURNE, EUGENE
SCOTT, CHAIRMAN, PORTLAND

I would call your attention to the fact that only at one of these piers has the scour extended to the bottom of the seal. This is at Pier 6, and occurs at one corner only. We are now proceeding with the placing of rip rap around such footings as have been seriously effected by the scour. This rip rap, as you know, is to consist of bags of concrete weighing approximately 300 pounds each, and all previous experience with rip rap under similar conditions would show that such a treatment is an adequate guard against further movement of the streambed.

The Southern Pacific Company have structures near the Coos Bay Bridge and the Umpqua River Bridge where the streambed material and the currents are very similar to those encountered at the Alsea Bay. The piers on both of these structures are protected by rip rap, and there has been no serious trouble with them.

On none of the piers in question at the Alsea bridge is the load carried directly on the streambed. All of these piers are supported on piling extending approximately 40 feet below the bottom of the seal and driven to a bearing value as determined by the Engineering News formula of 20 tons per piling or better. Under all of the piers taking an incline thrust from the arch spans the piling have been driven parallel to the resultant of the vertical and incline loads. Even if scour should extent to the bottom of these footings, the piers will not be unstable, and ample opportunity for placing of additional rip rap could still be had.

We have in past years built many concrete arches on pile foundations and never in any case have we had any indication that the piers were in any way unstable.

In view of the above conditions, we can not at this date consider the changing of this structure from concrete to structural steel.

At the time we were making the plans for this bridge the question of steel versus concrete was thoroughly investigated, and the structural steel type was rejected in favor of concrete for reasons which are as valid now as at the time the decision was made. The maintenance painting cost on structural steel along the Oregon Coast is so great that we have kept away from this material wherever we could do so. Structural steel at these locations is exposed to moisture and salt spray to such an extent that we have found it necessary to repaint at least every two years. Concrete on the other hand has a very low maintenance cost.

I would also point out to you that the change of type at this date would mean the cancellation of the present contract with payment to the contractor of very heavy damages for the work which he has done. All of the coarse aggregate for concrete on this structure is now stockpiled at the bridge site and the order for the remaining material has placed, and the material is in the process of manufacture.

While the scour which has occurred is a matter which will cost considerable money to correct, it does not make the type selected for this structure unsuitable nor would it warrant the consideration of a complete change in design.

Very truly yours,

G. S. Paxson
Field Engineer

GSP:AP

cc Mr. McCullough

October 19, 1934

Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Gentlemen:

Reply is made to your letter of October 17 requesting certain information concerning the Alsea Bay Bridge contract which was awarded to Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield.

C 21 A

Investigation of our records reveals that on September 30, 1934 this job was 25% complete. The total amount earned by the contractor as of that date was $170,828.62 of which amount $145,204.33 has been paid. The balance, $25,624.29, represents the retained percentage to be held pending completion of the contract.

According to our records there is one claim filed against this project, being that of Mr. E. R. Ogg who hauled lumber to be used in connection with this job. This claim is in the amount of $455.80.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

LIPS
OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

October 17, 1934

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Mr. Glaisyer:

In connection with the contract for the construction of a Bridge over the Alsea Bay, on the Oregon Coast Highway, Lincoln County, Oregon, contracted by Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, we would like to know what progress has been made.

Due to the fact we have considerable re-insurance on this contract bond we would like to have the following questions answered:-

No. 1-Per Cent completed to date? approx 25% on Sept 30, 34

No.2--Amount of money paid under contract? 145,206.33

No.3--Have any liens been filed?

Thanking you for this courtesy and with best wishes, we are

Yours very truly,

Harvey Wells
General Agent

HW:W

[illegible] 170,828.62

~~REFERRED TO~~
BY SECRETARY

[illegible] = 56,222.7

#1620

October 4, 1934

Hon. P. J. Stadelman
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 3 enclosing copies of notice of claim filed by L. R. Ogg against Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield in connection with the contract that was awarded to them by the State Highway Commission for the construction of the bridge over Alsea Bay at Waldport.

It is noted that the claim amounts to $435.80 and is for hauling lumber.

We are today sending copies of the notice the contractors and the sureties who furnished the bond in connection with the above project.

Very truly yours,

Secretary

[illegible]

cc Lindstrom & Feigenson
7925 N. E. Halsey St.
Portland, Oregon

GEO. H. FLAGG,
CHIEF DEPUTY

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

October 3, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by E. R. Ogg for $435.80 against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, Columbia Casualty Company and General Construction Company, sureties, for work on a bridge near Waldport.

Please acknowledge receipt of the copies.

Yours very truly,

P. J. Stadelman
Secretary of State

HM
encs. 3

To the State of Oregon notice is hereby given that the undersigned, E. R. Ogg, has a claim for hauling of lumber from Monroe, Oregon, to Wallport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Days	No feet of lumber		Price	
July 25	8288	at	$4.00	$33.15
July 26	8416	at	4.00	33.66
July 27	8556	at	4.00	34.22
July 31	6038	at	4.00	24.15
Aug. 6	8040	at	3.00	24.12
Aug. 7	7833	at	3.00	23.50
Aug. 8	7901	at	4.00	31.60
Aug. 9	7728	at	4.00	30.91
Aug. 9	560	at	3.00	1.68
Aug. 10	1728	at	4.00	6.91
Aug. 10	652	at	3.00	1.95
Aug.113	7684	at	4.00	30.73
Aug. 14	8400	at	4.00	33.60
Aug. 15	8520	at	3.00	25.56
Aug. 16	8500	at	3.00	25.50
Aug. 17	8064	at	3.00	24.19
Aug. 21	8012	at	3.00	24.03
Aug. 22	8780	at	3.00	26.34
Total				$435.80

against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, for the work of hauling said lumber and Materials, which lumber was used in the construction of the bridge near Wallport.

Dated at McMinnville, Oregon, this 2nd day of October, 1934.

E. R. OGG

STATE OF OREGON)
ss.
County of Yamhill)

I, E. R. Ogg, being first duly sworn, depose and say that I am the claimant above named, and have read the forgoing claim and know the contents thereof and believe the same to be true and just and there are no offsets or county claims to said claim.

E. R. OGG

Subscribed and sworn to before me this 2nd day of October, 1934.

(SEAL)

J. E. BURDETT
Notary Public for Oregon
My commission expires:
November 16, 1935

Endorsed: File No. 2452
Filed October 3, 1934
P. J. STADELMAN, Secretary of State

To the State of Oregon notice is hereby given that the undersigned, E. R. Ogg, has a claim for hauling of lumber from Monroe, Oregon, to Wallport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Days	No feetof lumber		Price	
July 25	8288	at	$4.00	$33.15
July 26	8416	at	4.00	33.61
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Aug. 8	7901	at	4.00	31.60
Aug. 9	7728	at	4.00	30.91
Aug. 9	560	at	3.00	1.68
Aug. 10	1728	at	4.00	6.91
Aug. 10	652	at	3.00	1.96
Aug.113	7694	at	4.00	30.78
Aug. 14	8400	at	4.00	33.60
Aug. 15	8520	at	3.00	25.56
Aug. 16	8500	at	3.00	25.50
Aug. 17	8064	at	3.00	24.19
Aug. 21	8012	at	3.00	24.05
Aug. 22	8780	at	3.00	26.34
Total				$435.80

against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, for the work of hauling said lumber and Materials, which lumber was used in the construction of the bridge near Wallport.

Dated at McMinnville, Oregon, this 2nd day of October, 1934.

E. R. OGG

STATE OF OREGON)
ss.
County of Yamhill)

I, E. R. Ogg, being first duly sworn, depose and say that I am the claimant above named, and have read the forgoing claim and know the contents thereof and believe the same to be true and just and there are no offsets or county claims to said claim.

E. R. OGG

Subscribed and sworn to before me this 2nd day of October, 1934.

(SEAL)

J. E. BURDETT
Notary Public for Oregon
My commission expires:
November 16, 1935

Endorsed: File No. 2452
Filed October 3, 1934
P. J. STADELMAN, Secretary of State

JAMES E. BURDETT
ATTORNEY AT LAW
MASONIC BUILDING
McMINNVILLE, OREGON

Alsea Bay
[illegible]

October 2, 1934

State Highway Commission
Salem, Oregon

Gentlemen:

Inclosed herewith find Claims of E. R. Ogg for the hauling of lumber from Monroe to the State bridges at Newport and Wallport respectively. I have sent originals also to the Secretary of State's office. These are for your files.

Yours very truly,

Jas. Burdett

JEB:F

#16204
#1635

October 3, 1934

Mr. James E. Burdett,
Masonic Building
McMinnville, Oregon

Dear Sir:

This acknowledges receipt of your letter of October 2 enclosing copies of claims of E. R. Ogg for hauling lumber from Monroe to the Coast Highway bridge sites at Newport and Waldport.

We are today notifying the bonding companies of these claims.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

To the State of Oregon notice is hereby given that the undersigned, E. R. Ogg, has a claim for hauling of lumber from Monroe, Oregon, to Wallport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Days	No. feet of lumber		Price	
July 25	8288	at	$4.00	$33.15
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Aug. 10	652	at	3.00	1.95
Aug 113	7684	at	4.00	30.73
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Aug. 21	8012	at	3.00	24.03
Aug. 22	8780	at	3.00	26.34
Total				$435.80

against the bond taken from Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield as principals, and Great American Indemnity Company, Hartford Accident & Indemnity Company, Fidelity & Deposit Company of Maryland, Massachusetts Bonding & Insurance Company, Fidelity & Casualty Company of New York, and Columbia Casualty Company, and General Construction Company, for the work of hauling said lumber and Materials, which lumber was used in the construction of the bridge near Wallport.

Dated at McMinnville, Oregon, this 2nd day of October, 1934.

E. R. Ogg

STATE OF OREGON)
ss.
County of Yamhill)

I, E. R. Ogg, being first duly sworn, depose and say that I am the claimant above named, and have read the forgoing claim and know the contents thereof and believe the same to be true and just and there are no offsets or counter claims to said claim.

E. R. Ogg

Subscribed and sworn to before me this 2nd day of October, 1934.

J G Burdett
Notary Public for Oregon
My commission expires:
November 16, 1935

October 3, 1934

Great American Indemnity Co., Portland (Failing Bldg.)
Hartford Accident & Indemnity Co., Portland (Spalding Bldg.)
Fidelity & Deposit Co., Portland (Failing Bldg.)
Massachusetts Bonding & Ins. Co., Portland (Mead Bldg.)
Fidelity & Casualty Co., Portland (Porter Bldg.)
Columbia Casualty Co., Portland (American Bank Bldg.)

Gentlemen:

This letter is to inform you that there has been filed in this office, by James E. Burdett, Attorney, McMinnville, Oregon, claim of E. R. Ogg against Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield for hauling lumber used in connection with the Alsea Bay Bridge at Waldport. You will note this claim amounts to $435.80.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

cc - Lindstrom & Feigenson,
Parker & Banfield &
T. H. Banfield,
7925 N. E. Halsey St.
Portland, Oregon

FORM B-E-1 14735 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 12, 1934.

Mr. C. C. Hockley
State Engineer, PWA
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

This is in answer to your letter of September 6, regarding the riprapping around the footings of the south approach viaduct of the Alsea Bay Bridge.

When the plans for this portion of the structure were prepared, the bottom of all footings were shown at from 5 to 6 feet below the existing stream bed. The stream bed is composed of beach sand, all the footings are supported on piling, extending from 30 to 35 feet below the bottom of footings. During the placing of these footings a considerable portion of the channel has been obstructed by the necessary cofferdams and false work piling. These obstructions have resulted in a considerable increase in the velocity of the tidal currents, and have also caused eddies around the cofferdams. Scour has resulted around some of the footings, notably at Bents 3 to 6, inclusive, and at Bents 21 to 24, inclusive. At these Bents the stream bed is now at or in some cases, slightly below the bottoms of the footings. Structurally, this is not a very serious matter as in all cases it is the piling rather than the sand under the footings which carry the load of the viaduct. However, as a matter of protection to the piling, it is deemed desirable to stabilize the stream bed at about the elevation of the top of the footings.

To accomplish this stabilization, we are planning a rip rap mat two feet in thickness and approximately 16 feet in diameter on top of each footing and around each column. These mats are held together by a layer of heavy galvanized wire fencing, top and bottom fastened together at the edges and tied through the rip rap at two foot centers with galvanized wire. We have had considerable experience with similar rip rap mats at other locations, and have found them to be an adequate remedy for such conditions as obtain at Alsea Bay. The construction of these mats will be delayed until after the removal of the cofferdams.

The removal of the cofferdams should materially decrease the tidal currents around the footings, and we anticipate a partial filling up of the holes which have been scoured out.

In this connection it is perhaps pertinent to observe that the placement of rip rap mats of this character is a much more effective method of eliminating scour than carrying the foundations deeper. The reason for this lies in the fact that the scouring action is the result of eddy currents and increased tidal flow for which reason there is no assurance that pot hole formation would stop at any particular level. Based upon an experience with this type of foundation extending over many years, we have found the only effective method of protection is to stop the securing action itself at the surface of the stream bed rather than attempt to carry concrete seals below any predetermined or estimated maximum depth into which pot holes may form. With the rip rap mats which we propose, there is no question but that the stream bed surface may be maintained at a constant fixed level, with practically no additional charge for future maintenance.

It is our intention to handle this work under a price agreement at an agreed price per cubic yard for rock in place, and per rod of fencing in place, if an equitable agreement can be reached with the contractor. If such an agreement can not be reached, we will proceed with the work on a cost plus basis under an extra work order.

Our tentative estimate for riprapping the footings of Bents 3 to 27, inclusive, is $5,000.00. This estimate is made without any detailed study of a source of supply for the rock, and may be materially changed before the price agreement or extra work order is formally presented to you.

As soon as available, drawings of the proposed riprapping scheme will be sent you.

The price agreement will also be sent you as soon as we have agreed with the contractor. Both the price agreement and drawings will be sent you in advance of the commencement of the work.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP
cc Mr. Baldock
Mr. Dresser

Alsea Bridge

September 21, 1934

Mr. R. H. Baldock
Office

Dear Sir:

In reference to the attached communication from Frank Hilton I believe that you and I decided at La Grande that the best thing to do was to have Mr. Scott make an investigation on the ground with Mr. Hilton. I am, therefore, returning this correspondence to you without further comment.

I do not believe there is any danger at the present time, nor will there be until the falsework is built up above the present level.

Very truly yours

C. B. McCullough
Bridge Engineer

CBM LD
Attached

NOTED

FRANK H. HILTON
ATTORNEY AT LAW
PORTER BUILDING
PORTLAND, OREGON

RECEIVED
SEP 13 1934

September 11th, 1934

RECEIVED
1934

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

My dear Mr. Baldock: Re: Store on north side of Alsea Bay.

I have been down to Alsea Bay several times since I last saw you and have measured the distance from that store building to the outer structure of the bridgework. On the highway (or north side) of the store it is thirty feet from the store proper to the outer structure and on the south side it is ten feet. However, there is that wood shed which is built on the west end of the store building this being a little less than ten feet wide and being used for the storage of wood.

As you will recollect, at a former hearing before the Commission, Mr. Scott wondered if it would not be feasible to build a protection so as to catch anything that might fall toward the store, if such protection were necessary. It appears to me that this matter could run along until they were working with the higher structure when we could build this protection as you might then find necessary.

Also, I understand that the work with the piling, etc., is the only work where there could possibly be any danger. At that time I would be glad to arrange to have the store entirely vacated until the danger was over which might be a very good way of solving the problem if there is any.

I do trust that you will try and work out something with me so that unnecessary expense and trouble will not be incurred.

Thanking you for your many courtesies, I am,

Yours truly,

Frank H. Hilton

FHH:[illegible]

FRANK H. HILTON.

FORM 9-E-1 14725 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 12, 1934.

Mr. C. C. Hockley
State Engineer, PWA
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

In response to your communication of September 6, in reference to Piers 5 and 6 for the Alsea Bay Bridge, we are sending you under separate cover six prints of drawing 4713, revised to indicate the changes in the elevation of the footings for these piers. The reason for making this change is as follows:

As stated to you in another communication of this same date, pile foundations in this type of material can be most efficiently protected by a rip rap mat. This is the expedient which we propose for most of the footings for this bridge. In the case of these two piers,(and perhaps in the case of one or two other piers concerning which we will advise you later) the amount of riprapping needed is so extensive as to make it economical to carry the foundations deeper in order to render it possible to use a lesser amount of rip rap.

The approximate increased cost involved in making this change in piers 5 and 6 is as follows:

510	cu.yds	Excavation	$12.00	$6,120.00
182	cu.yds	Seal Concrete	18.50	3,367.00
58	cu.yds	Cl. "B" Concrete	17.70	1,026.60
1000	pounds	Metal Reinforcement		45.00
				$10,558.60

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. Baldock
Mr. Dresser

FORM B-E-1 14735 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 4, 1934.

Mr. C. C. Hockley
State Engineer, P. W. A.
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

Receipt is acknowledged of your communication of August 29, in reference to the depth of foundations for the Alsea Bay Bridge. Your communication has to do with two matters, to-wit: (1) riprapping the foundations of certain bents of the Alsea Bay Bridge; and (2) the carrying of certain foundations to a greater depth.

In reference to the first item, we had already planned on riprapping the bents which you list in your communication, to-wit, Bents 20, 21, 22, 23 and 24. We will probably riprap all or nearly all of the other bents as well so that all of the foundations will be effectively and adequately protected from scour.

In reference to the second part of your communication, we are inclined to agree with you as to the necessity of carrying some of the foundations deeper, and are this day instructing our resident engineer to carry Piers 5 and 6 down to a greater depth. We will probably have to carry Pier 7 down but we are not able to tell until we get the sheet piling in and are able to observe the action of the current.

In your communication you mentioned Piers 8 and 9 as being insufficient in depth but we think you have reference to Piers 5 and 6 as Piers 8 and 9 are founded 12 or 15 feet below the stream bed and are not liable to scour.

We trust the above adequately takes care of the situation.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock
Mr. M. Dresser

FORM 5-E-1 14785 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 4, 1934.

Mr. C. C. Hockley
State Engineer, P. W. A.
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

Receipt is acknowledged of your communication of August 30, in reference to the depth of foundations for the Alsea Bay Bridge. Your communication has to do with two matters, to-wit: (1) riprapping the foundations of certain bents of the Alsea Bay Bridge; and (2) the carrying of certain foundations to a greater depth.

In reference to the first item, we had already planned on riprapping the bents which you list in your communication, to-wit, Bents 20, 21, 22, 23 and 24. We will probably riprap all or nearly all of the other bents as well so that all of the foundations will be effectively and adequately protected from scour.

In reference to the second part of your communication, we are inclined to agree with you as to the necessity of carrying some of the foundations deeper, and are this day instructing our resident engineer to carry Piers 5 and 6 down to a greater depth. We will probably have to carry Pier 7 down but we are not able to tell until we get the sheet piling in and are able to observe the action of the current.

In your communication you mentioned Piers 8 and 9 as being insufficient in depth but we think you have reference to Piers 5 and 6 as Piers 8 and 9 are founded 12 or 15 feet below the stream bed and are not liable to scour.

We trust the above adequately takes care of the situation.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock
Mr. M. Dresser

#1620

PWA

August 29, 1934

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention: V. O. Fudge.

Gentlemen:

In response to your inquiry of August 28th we wish to advise that Lindstrom & Feigenson and Parker & Banfield and T. H. Banfield, Portland, were awarded Contract No. 1620 for the construction of a bridge over Alsea Bay at Waldport on the Oregon Coast Highway in Lincoln County.

The amount of bond furnished in connection with the above contract is $685,040.00 and was written by the following companies:

Great American Indemnity Co., Harvey Wells Insurance Agency, Agents, Portland; Hartford Accident & Indemnity Company, L. M. Miller, Agent, Portland; Fidelity & Deposit Company of Maryland, H. K. Pinney, agent, Portland; Massachusetts Bonding & Insurance Co., M. L. Gilbert, Agent, Portland; Fidelity & Casualty Company of New York, J. C. Strum, Agent, Portland and Columbia Casualty Company, W. E. Taylor, Agent, Portland.

The completion date of the contract is December 31, 1935.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

August 28, 1934

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: LINDSTROM & FEIGENSON &
PARKER & BANFIELD
Portland, Oregon

It is our understanding that Lindstrom & Feigenson were awarded a contract jointly with Parker & Banfield for the construction of the Alsea Bridge. We anticipate supplying these contractors with petroleum products on this project and will therefore thank you to supply us with a complete description of the job, the name of the bonding company, its agent and his address and the approximate date of completion.

For your convenience we enclose herewith a self-addressed envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

V. O. Fudge

District Credit Supervisor

LH:B

August 16, 1934.

Mr. R. H. Baldock:

Herewith invoice and voucher billing the Coast Highway Bridge Fund for expenditures incurred on the Alsea Bay Bridge previous to August 1, 1934.

You are of course aware of the fact that until the receipt of the first allotment of money from the P.W.A. all expense on the Coast bridge projects were paid for out of our general fund. Now that we have obtained an allotment from the government, we are making an invoice, billing the Coast Highway Bridge Fund for these expenditures. When this invoice is approved by the Highway Commission a check on the Coast Highway Bridge Construction Fund payable to the Oregon State Highway Commission will be made. This, I understand, will be deposited in the general fund.

WAReeves
W. A. Reeves

WAR:AP
CC Auditing Dept.

NOTED
State Highway Engineer

August 10, 1934

Mr. Leslie M. Scott, Chairman
State Highway Commission
1025 Yeon Building
Portland, Oregon

Dear Mr. Scott

I am enclosing the first three vouchers on the Oregon Coast Highway Bridge Fund, No. 1 being payment of Estimate No. 3 to the contractors for the construction of the Alsea Bridge at Waldport, amounting to $41,711.90; No. 2 being in favor of the Newport Building Supply Company of Newport for supplies furnished in the amount of $9.46 and No. 3 being in favor of Russell Gain, Newport, for boat rental amounting to $6.15.

These vouchers have all been approved by Mr. Baldock, by the Resident Engineer Inspector of the P.W.A. and by the engineer who incurred the expense and they are now ready for final approval by members of the Commission.

If the payment of these accounts meets with your approval will you please sign the vouchers and forward them to Mr. Washburne for his approval? It is my understanding that as soon as they are returned by Mr. Washburne, warrants for the individual amounts will be signed by Mr. Baldock immediately and forwarded to the respective claimants.

I am enclosing also a stamped, addressed envelope for your convenience in sending these to Mr. Washburne.

Yours very truly,

HBG:MC

Secretary

cc - Mr. Washburne

Mr. Washburne: I am attaching stamped, addressed envelope for your convenience in returning these vouchers to me.
H. B. G.

FORM 8-B-1 14728 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

July 18, 1934.

Mr. C. C. Hockley
State Engineer
Public Works Administration
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

Several times lately the necessity for laying off a pile driver crew at Alsea Bay has arisen because material men have failed to deliver piles.

It is my understanding that you have ruled, through your Resident Engineer Inspector, that this was not an unavoidable delay and that the time lost could not therefore be made up, stating as your reason the fact that such delay could be attributed to lack of organization on the part of the contractor.

This interpretation, or any interpretation of the labor provisions is obviously a matter entirely within your jurisdiction, and one which technically, does not concern this office in any degree whatsoever. It appears in this instance, however, that a strict interpretation such as you have placed upon this regulation is working a little hardship on some of the men who are anxious to put in their full thirty hours each week in order to secure a sufficient wage to enable them to live in decency and comfort.

This Department is not taking the position of making any protest against your ruling nor even of making a definite suggestion or recommendation. We are simply passing along this information to you with the thought that a liberalization of this ruling to the maximum possible degree will be appreciated by the workmen on the job.

We might say in this connection that on some of the N.R.A. projects, we have received protests from local organizations such as the Veterans' Bureau, etc., because of what they considered too strict interpretation of this ruling. I am therefore passing this information along to you for what it is worth.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. R. H. Baldock

July 6, 1934.

Mr. R. H. Baldock:

Pursuant to our conversation over the phone, I have suggested to Mr. Glaisyer that he defer writing to Mr. Hilton in regard to the moving of his building at Alsea Bay. The reason for this is that the Commission told Mr. Hilton that they would defer action until he could present further data with reference to the type of insurance with which he would protect them.

Regardless of their final decision in the matter, I believe that the Commission is to a certain extent honor bound to defer action until he can present these papers.

It might be advisable for you to instruct the Secretary to notify Mr. Hilton to be present on a certain definite date (any future commission meeting) so that the matter can be settled quickly, but I am convinced that we are to a certain extent, under obligation to give him another chance to be heard.

The matter of danger to property or persons will not arise until the contractor builds his false work at the higher level which will not be for some time yet.

Very truly yours,

C. B. McCullough

CBM:AP

REFERRED TO
Glaisyer
By State Highway Engineer

~~Have~~ get in touch
with Hilton &
have him ~~[illegible]~~ presen
tomorrow at Com. meet

LAW OFFICE OF
FRANK H. HILTON
614 PORTER BUILDING
PORTLAND, OREGON

RECEIVED
JUN 30 1934
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

June 29, 1934

Mr. C. B. Mc Cullough,
Assistant State Highway Engineer,
Salem, Oregon.

My dear Mr. McCullough:

I wish to acknowledge yours of June 27, relative to the meeting of the Highway Commission, Monday, July 2. I will be happy to be present, and assure you that all that is desired is fair treatment from the Commission which, however, I am sure was outlined in my last letter to you.

Yours very truly,

FRANK H. HILTON

FHH:jm

RECEIVED
JUL 7 - 1934
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

June 27, 1934.

Mr. Frank H. Hilton,
614 Porter Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your communication of June 26, in reference to the matter of moving the store on the north side of the Alsea Bay Bridge.

I discussed this matter with Mr. Baldock and also with Mr. Scott, and the matter will be presented to the Highway Commission for final decision at their meeting next Monday, July 2. This meeting will be held at the Public Service Building in Portland, and if you desire to be present, I am sure the Highway Commission will be glad to listen to your presentation of the case.

I am forwarding your communication to the Secretary so that it will be available for consideration by the Commission on that date.

As stated to you over the phone the other day, the matter of leaving the store building in its present location is one which involves possible traffic hazard and also the question of liability on the part of the State Highway Commission for which reason the matter should probably be presented to the Highway Commission for consideration rather than passed upon by the Engineering Department.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. R. H. Baldock
Mr. H. B. Glaisyer
Mr. J. W. DeSouza

LAW OFFICE OF
FRANK H. HILTON
614 PORTER BUILDING
PORTLAND OREGON

RECEIVED
JUN 27 1934
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

26 June 1934

Mr. McCulloch,
Oregon State Highway Commission,
Salem, Oregon.

My dear Mr. McCulloch: In re: Store- North side Alsea Bay.

Confirming my phone conversation with you today, I beg to advise that I took a trip to Alsea Bay last week to look over that store situation on the North side of the bay. Also Mr. DeSouza sent me a map of the Alsea Bay crossing, showing the location of my store with relation to the bridge.

In looking the situation over on the ground, I found that a part of the West end of the platform in connection with the store, extended over beyond the Eastern boundry of the bridge-work now to be constructed. I have already ordered that this be removed so that there is no part of even the platform in the way of the outermost piling or other work.

The store itself is some number of feet from the West end of this platform as now constructed with the part removed and on the West side of the store is a woodshed, used only for the storage of wood. The store proper being in the East end of the little building. Under these circumstances I am convinced that even should a plank fall and even should it fall in the direction of the store, or fall over on the store, it would only hit the woodshed, causing no damage of any consequence.

I will be pleased to secure all the releases you desire from any possible damage on the premises, and will be glad to take out insurance for such protection, if desired by you.

I have found that it would cost some $900.00 to move the store building, which is more than the store building cost. Moreover, although I only rent the store for $10.00 a month, I would then become involved with the tenant.

My tenant might consent to the moving of the store to the West of the bridge, but that would be on land the Highway Commission is now taking from me, which would make the situation just as awkward as it is now, if not more so, so it seems to me that the only reasonable solution is to allow the store to remain as it is, and I take out accident insurance, if procurable, and sign whatever releases you might present.

Frankly, I really believe there is no risk of any damage from accidents because of the store remaining where it is, and I certainly hope for the careful consideration of this matter before any adverse opinion is given.

I will be glad to come down to Salem at any time if a conference is desired and expect to be down at Seal Rock and around the store all of next week, on a vacation trip.

Thanking you for your courtesy in this matter, I beg to remain,

Yours very truly,

Frank H. Hilton

FRANK H. HILTON.

FHH:R

Law Office of
FRANK H. HILTON

614 Porter Building
Portland, Oregon.

26 June 1934

Mr. McCulloch
Oregon State Highway Commission
Salem, Oregon.

My dear Mr. McCulloch: In re: Store-North side Alsea Bay

Confirming my phone conversation with you today, I beg to advise that I took a trip to Alsea Bay last week to look over that store situation on the north side of the bay. Also Mr. DeSouza sent me a map of the Alsea Bay crossing, showing the location of my store with relation to the bridge.

In looking the situation over on the ground, I found that a part of the west end of the platform in connection with the store, extended over beyond the eastern boundry of the bridge work now to be constructed. I have already ordered that this be removed so that there is no part of even the platform in the way of the outermost piling or other work.

The store itself is some number of feet from the west end of this platform as now constructed with the part removed and on the west side of the store is a woodshed, used only for the storage of wood. The store proper being in the east end of the building. Under these circumstances I am convinced that even should a plank fall and even should it fall in the direction of the store, or fall over on the store, it would only hit the woodshed, causing no damage of any consequence.

I will be pleased to secure all the releases you desire from any possible damage on the premises, and will be glad to take out insurance for such protection, if desired by you.

I have found that it would cost some $900.00 to move the store building which is more that the store building cost. Moreover, although I only rent the store for $10.00 a month, I would then become involved with the tenant.

My tenant might consent to the moving of the store to the west of the bridge, but that would be on land the Highway Commission is now taking from me, which would make the situation just as awkward as it is now, if not more so, so it seems to me that the only reasonable solution is to allow the store to remain as it is, and I take out accident insurance, if procurable, and sign whatever releases you might present.

Frankly, I really believe there is no r isk of any damage from accidents because of the store remaining where it is, and I certainly hope for the careful consideration of this matter before any adverse opinion is given.

I will be glad to come down to Salem at any time if a conference is desired and expect to be down at Seal Rock and around the store all of next week, on a vacation trip.

Thanking you for your courtesy in this matter, I beg to remain

Yours very truly,

Frank H. Hilton (signed)

FHH:R

Frankly, I really believe there is no risk of any damage from accidents because of the store remaining where it is, and I certainly hope for the careful consideration of this matter before any adverse opinion is given.

I will be glad to come down to Salem at any time if a conference is desired and expect to be down at Seal Rock and around the store all of next week, on a vacation trip.

Thanking you for your courtesy in this matter, I beg to remain

Yours very truly,

Frank H. Hilton (signed)

FHH:R

/39 1800 4-34

USIONERS
M SCOTT, CHAIRMAN, PORTLAND
/ASHBURNE, EUGENE
RICH, PENDLETON

AISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

PWA

R[illegible]

June 14, 1934.

Mr. C. C. Hockley
State Engineer
Public Works Administration
Federal Building
Portland, Oregon

Dear Sir:

Pursuant to our conversation over the phone this morning, I am sending you herewith copy of estimate No. 1 for the Alsea Bay Bridge, PWA Docket No. 982. This estimate is for materials delivered at the site, less fifteen per cent retainage, in accordance with the terms of our specifications.

As stated to you over the phone, this department is willing to advance this estimate, using state funds; however, we want to secure your approval on the same to the end that we may secure reimbursement for the advance when PWA funds are made available.

The estimate attached hereto is unsigned. I have not approved any copy of this estimate and will not do so until hearing from you. As soon as we receive advice from you as to how to proceed, I will approve this estimate and put it through for payment out of state funds, in the regular manner after which we will send you such number of executed copies as you desire for your files.

The contractor is very anxious to secure payment on this estimate for which reason we would appreciate an early reply.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock
Mr. Devers

Enclosure

NOTED
C. B. McCullough

May 21, 1934.

Mr. S. H. Probert

In reference to the attached, the Commission decided to cancel the Alsea grading contract from the present program. This was discussed at the meeting with Mr. Lynch and it meets his approval. Mr. Baldock would like to have you write a letter for him making formal application for cancellation of this project.

As far as we are concerned, it is only necessary to cancel the south approach. The north approach can go as it is. However, it may be that you would want to cancel the entire project. You had better see Baldock about this.

C. B. McCullough

CBM:AP

cc Mr. Baldock

NOTED
State Highway Engineer

COPY

May 16, 1934.

Mr. R. H. Baldock

The grading contract which you contemplate letting for the South approach to Alsea Bridge will seriously interfere with the operations of the bridge contractor as he has already erected his derrick at the south end and will have to move it. Furthermore, it will leave him without much space to work during the early stages of the job.

In view of this fact if the grading is to be done within the next few months it will probably be necessary for us to make some compensation to him for the extra expense involved. If this is done, I think the adjustment will have to be charged to the grading contract because we will probably not get such an extra work order approved by the P. W. A.

In view of the foregoing, it might be advisable to eliminate the south approach until next spring when the viaduct structure at the south end will be complete and interference with the contractor's operations would be less.

I should like to talk to you about this.

C. B. McCullough

CBM:AP

May 16, 1934

Mr. T. H. Banfield
4704 S. E. 17th Avenue
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of May 7 requesting that the partial payment vouchers issued each month in connection with the construction of the bridge over Alsea Bay on the Oregon Coast Highway at Waldport be mailed to Parker & Banfield, 4704 S. E. Seventeenth Avenue, Portland, for endorsement and deposit to the account of Lindstrom & Feigenson, Parker & Banfield.

We previously received a similar request from Lindstrom & Feigenson, and in today's mail also received a letter from Parker & Banfield. We shall govern our actions in accordance therewith.

Very truly yours,

Secretary

HBG:AJ

piva

May 15, 1934

Parker & Banfield
4784 S. E. 17th Avenue
Portland, Oregon

Gentlemen:

This acknowledges receipt of your letter of May 7 requesting that the partial payment vouchers issued each month in connection with the construction of the bridge over Alsea Bay on the Oregon Coast Highway at Waldport be mailed to T. H. Banfield, 4784 Southeast Seventeenth Avenue, Portland, for endorsement and deposit to the account of Lindstrom & Feigenson, Parker & Banfield.

We previously received a similar request from Lindstrom & Feigenson, and in today's mail also received a letter from Mr. T. H. Banfield. We shall govern our actions in accordance therewith.

Very truly yours,

Secretary

HBG:AJ

Pwa

May 9, 1934

Lindstrom & Feigenson, Contractors
7923 North East Halsey Street
Portland, Oregon

Gentlemen:

We have your letter of May 7 in which you request the Commission to mail the partial payment vouchers covering construction of the Alsea Bay Bridge to Mr. T. H. Banfield, 4784 South East Seventeenth Avenue, Portland, Oregon, who will endorse them for deposit to the account of Lindstrom & Feigenson and Parker & Banfield and T. H. Banfield.

We shall be pleased to comply with your request.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBC:jn

c.c. Auditor
Bridge Department.

[illegible] PRES. O. LINDSTROM, VICE-PRES. J. A. LINDSTROM, VICE-PRES. D. H. ROWE, SECY.

LINDSTROM & FEIGENSON
CONTRACTORS
~~[illegible]~~
~~[illegible]~~
7923 N. E. Halsey Street,
PORTLAND, OREGON

May 7, 1934.

State of Oregon Highway Commission,
Salem,
Oregon.

Gentlemen:-

In connection with the partial payment vouchers to be issued each month covering construction of the State Highway Bridge on the Oregon Coast Highway in Lincoln County over Alsea Bay, near Waldport, Bridge No. 1746, such vouchers will probably be made out in the names of LINDSTROM & FEIGENSON - PARKER & BANFIELD - T. M. BANFIELD. This is to advise that the voucher should be mailed each month to Mr. T. M. Banfield, [illegible] S. E. 11th. Ave., Portland, Oregon, where same will be endorsed by him for deposit to the account of LINDSTROM & FEIGENSON - PARKER & BANFIELD.

Very truly yours,

LINDSTROM & FEIGENSON.

Wm H Feigenson, Pres.

D H Rowe, Sec.

DHR:L.

FORM S-K-1 15052 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

May 7, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

I acknowledge receipt of your letter of the fifth advising that A. E. Eberhart has been appointed Resident Engineer-Inspector on the Alsea Bay Bridge project.

Thanking you for this information, I am

Yours very truly,

J. M. DEVERS

JMD:PW

CC Mr. R. H. Baldock
Mr. C. B. McCullough

FORM S B-1 18884 1M 1 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 30, 1934.

Mr. C. C. Hockley
State Engineer
Public Works Administration
Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

In reference to your communication of April 23, in regard to the award of contract for the Alsea Bay, Project No. 982, and with particular reference to the last paragraph, I understand that signed copies of the contract and bond are already in your hands, or will be in your hands tomorrow.

In reference to Item (e) Certificates and Policies of Insurance, permit me to advise that a committee appointed from the State Association of insurance men is investigating this matter with a view to quoting us rates, and as quickly as we are in possession of these data we will confer with you and get the matter of insurance straightened up.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. Baldock ✓
Mr. Devers

April 30, 1934

Lindstrom & Feigenson
Parker & Banfield, and
T. H. Banfield
7923 N. E. Halsey Street
Portland, Oregon

Gentlemen:

We are sending you by express an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the bridge across Alsea Bay on the Oregon Coast Highway in Lincoln County, near Waldport.

This copy is for your records and files.

Very truly yours,

Secretary

AJ

April 27, 1934

Mr. Glaisyer:

The bond on the Joseph H. Anderson Cont. #1623 - Johnson Creek Bridge is O. K. It has been signed by the Commission and is on Mr. Baldocks desk for his signature. As soon as he signs I will hand the copies to Devers.

The Lindstrom & Feigenson & Parker & Banfield Cont. #1620 for the Alsea Bay Bridge is also on Mr. Baldocks desk for his signature.

The bond on this contract was not approved for the following reasons:

John C. Strum was limited to $50,000.00 as Attorney in Fact for the Fidelity & Casualty Co. of New York. Their bond is $68,000.00

M. L. Gilbert is limited to $100,000.00 for the Massachusetts Bonding & Ins. Co. Their bond is $129,000.00

W. E. Gray is not a licensed agent for the Hertford Accident & Indemnity Co.

C. A. Tomassene is not a licensed agent for the Fidelity & Deposit Co. of Maryland

Reeves of the Bridge Dept. called Tomassene and he said that he had all of the above and would place them on file immediately and Miss Bain of the Ins. Comm. said she would call me as soon as they had been filed.

J. McFarland.

P.W.A.

April 24, 1934.

Mr. E. G. Smith
Construction Engineer
Office.

Dear Sir:

I have just discovered that the alignment on the South end of the Alsea Bay Bridge has been modified slightly, subsequent to approval of the bridge plans by the P.W.A.

I issued instructions some time ago that no change in alignment should be made at these locations without approval in writing, of both Mr. McCullough and myself. Such instructions are abolutely necessary in the case of these bridges because all plans must be approved in detail prior to letting, and no changes can be made without submission and approval by the State Engineer, P. W. A.

Please advise why such a change was made without consulting me.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc C. B. McCullough

#1620

PWA

April 23, 1934

Shell Oil Company
Terminal Sales Building
Portland, Oregon

Attention Mr. I. D. Bentley

Gentlemen:

Reference is made to your letter of April 19 requesting certain information relative to the Oregon Coast Highway bridge contract across Alsea Bay at Waldport.

Bids for said project were received by the Commission on April 5, however, definite award of the contract is still pending receipt of final approval by the Public Works Administration for which reason we cannot give you the full details requested. We shall be pleased to fill out and return your questionnaire as soon as full information is available.

I might state that the low bidders for this work are Lindstrom & Feigenson, Parker & Banfield and T. H. Banfield, of Portland, Oregon, at $685,040. In so far as the State Highway Commission is concerned this bid is satisfactory and the contract will be awarded to the low bidder as soon as the Public Works Administration approval has been given.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

PETROLEUM PRODUCTS

SHELL OIL COMPANY

~~1620 CHAMBER OF COMMERCE BUILDING~~
TERMINAL SALES BUILDING — 13TH AND MORRISON
PORTLAND

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

April 19, 1934

Mr. H. B. Glaisyer, Secretary,
OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon.

Dear Sir:-

We are informed that a contract has been awarded for construction of a State Highway bridge at Waldport.

We are interested in securing full details of this particular job, and are attaching a questionaire in triplicate, which we would be pleased to have you execute and return to this office, at your first convenience. Self addressed envelope is enclosed.

Yours very truly,

SHELL OIL COMPANY

Credit Department.

IDB:N

ORM 5-K-1 15092 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

April 19, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

In response to your letter of April 16th in which you request that we furnish you with the addresses of contractors to whom contracts for the Coast Bridges will be awarded, wish to say that as you know the bridge for which bids have been received is the only one which has been placed under contract, being the Alsea Bay Bridge.

The contract for the construction of the Alsea Bay Bridge was awarded to:

Lindstrom & Feigenson
7923 N. E. Halsey, Portland, Oregon.
Parker & Banfield and T. H. Banfield,
4784 S. E. 17th, Portland, Oregon.

I am advised that communications relating to this contract may be addressed to Lindstrom & Feigenson who will represent all of the above contractors.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock,
Mr. C. B. McCullough

FORM 5-E-1 13894 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 10, 1934.

Lindstrom & Feigenson,
Parker & Banfield, and
T. H. Banfield
7923 N. E. Halsey
Portland, Oregon.

Gentlemen:

Pursuant to instructions from the State Highway Commission, I am pleased to inform you that the Commission has awarded to your firm, contract for the construction of the bridge over Alsea Bay at Waldport, Oregon, for which structure you were the low bidder, in the amount of $685,040 on April 5, 1934.

This award is subject to final approval on the part of the Public Works Administration.

Very truly yours,

R H Baldock

R. H. Baldock
State Highway Engineer

cc C. B. McCullough
H. B. Glaisyer

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
[illegible]

Portland, Oregon
April [illegible], 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Subject: Award of Contract
Alsea Bridge
Project No. [illegible]82

Dear Mr. Baldock:

Your letter of April [illegible], enclosing resolution of State Highway Commission, dated April [illegible], in relation to awarding contract to Lindstrom & Feigenson, [illegible] & [illegible], and [illegible] for the construction of the Alsea Bridge.

I have been awaiting receipt from these contractors of United States Government Form PWA 61. These were received today and I return herewith your letter on which I have indorsed my approval of the award to these contractors.

I call your attention to rules of Federal Emergency Administration of Public Works which provide that all construction work done prior to sale of bonds to the Administration is at borrower's risk.

We are required to send to the Inspection Division, at Washington two signed copies (a) of the contract, (b) of all bonds required, and (c) of all certificates and policies for each type of insurance required by the Loan Agreement, all of which must be approved by the State Engineer, PWA. Will you kindly furnish these, and in addition thereto, three copies of the contract with typewritten signatures?

Yours very truly,

(Sgd) C. C. Hockley
State Engineer for Oregon
Public Works Administration

JVH:M
Enclosures

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

Salem

April [illegible], [illegible]

Mr. C. C. Hockley
State Engineer P. W. A.
New Federal Building
Portland, Oregon

Dear Sir:

In accordance with Mr. [illegible]'s telephone conversation with Mr. McCullough, I have awarded Contract No. 1880 for the construction of the bridge across Alsea Bay to the low bidders, Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, an individual, in the amount of $[illegible].

In accordance with the further phone conversation between yourself and Mr. McCullough Saturday afternoon, I am attaching to this communication certified copy of the extract of the minutes authorizing the engineer to make the award for this structure.

I am informed by Mr. McCullough that you desire this communication to carry an endorsement of your approval, and it is our understanding that we [illegible] the document until we have received your execution of the endorsement given hereinbelow.

In view of the foregoing, therefore, we would appreciate prompt approval of this award to the end that the contractor may proceed with this work.

Very truly yours,

(Sgd) R. H. Baldock
State Highway Engineer

Endorsement:

Receipt is acknowledged of the above communication and the award of the contract to the low bidder as above noted is hereby approved.

(Sgd) C. C. Hockley
C. C. Hockley, State Engineer
P. W. A.

FORM 8-K-1 19662 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

April 12, 1934

Mr. C. B. McCullough,
Office.

Dear Sir:

For your information I am inclosing a copy of a letter which I received from Mr. Tomasseno giving rates which were applied to insurance taken out by the successful bidders on the Alsea Bay Bridge.

I thought you might find this of some interest.

Yours very truly,

J. M. DEVERS

JMD:PW

Inc.

cc Mr. R. H. Baldock

C. A. TOMASSENE
Agent

UNITED STATES FIDELITY AND GUARANTY COMPANY

Portland, Ore.

April 6th, 1934.

Mr. J. M. Devers
Asst. Attorney General
Salem, Oregon

Dear Sir:

I talked with you yesterday regarding Public Liability and Contingent Liability insurance for the contractors constructing the Coast Bridges and you asked if I would send the rates to you which are as follows.

The Bridge Contractors on these Bridges will at least carry two classes of policies one being the Public Liability policy protecting them on any claims for personal injury to the public by reason of their operations, the rates being as follows.

Class	Rates for $50,000/100,000 limits
Concrete construction	$.478
Pile driving	.20
Excavation	1.43
Clerical	.029
Street or Road Construction	1.05

The premium for the above policy is based on those rates per $100.00 of payroll.

The Contractors Contingent Liability policy protects the Contractor by reason of any personal injuries caused to the public by reason of the operations of any of his Sub-Contractors the rates being as follows.

$.145 per Hundred dollars of amount of work that he subcontracts. This is for limits of $50,000/100,000.

For example, on this $700,000 contract they can subcontract approx. about $140,000 and on this amount of subcontract the premium would be $203.00.

The State Highway Commission may demand that the Contractor carry an Owners Contingent Liability policy written in the name of the State of Oregon wherein the State of Oregon would be protected by reason of any personal injury to the public on these projects and this policy is written in the total amount of the contract the rates decreasing as the amount of the project increases as follows.

On any contract up to $500,000 the rate is $.087
From $500,000 to $1,000,000 the rate is .058
" $1,000,000 and up the rate is .029

These rates are per $100.00 of contract and the limits are 50,000/100.

If there is any further information that you may wish along these lines please feel at liberty to write me requesting same.

Trusting that this is satisfactory and thanking you, I am

Very sincerely yours,

Sgd. C. A. Tomassene.

April 9, 1934

Mr. C. C. Hockley
State Engineer P. W. A.
New Federal Building
Portland, Oregon

Dear Sir:

In accordance with Mr. Meeger's telephone conversation with Mr. McCullough, I have awarded Contract No. 1620 for the construction of the bridge across Alsea Bay to the low bidders, Lindstrom & Feigenson, Parker & Banfield, and T. H. Banfield, an individual, in the amount of $686,040.

In accordance with the further phone conversation between yourself and Mr. McCullough Saturday afternoon, I am attaching to this communication certified copy of the extract of the minutes authorizing the engineer to make the award for this structure.

I am informed by Mr. McCullough that you desire this communication to carry an endorsement of your approval, and it is our understanding that no work can commence until we have received your execution of the endorsement given hereinbelow.

In view of the foregoing therefore, we would appreciate prompt approval of this award to the end that the contractor may proceed with his work.

Very truly yours,

State Highway Engineer

Endorsement:

Receipt is acknowledged of the above communication and the award of the contract to the low bidder as above noted, is hereby approved.

C. C. Hockley, State Engineer P.W.A.

CBM:AP

OFFICE COPY

Portland, Oregon, April 5, 1934

The State Highway Commission met in regular session at 9:00 o'clock A. M. in the Auditorium, Public Service Building. Present were:

Leslie M. Scott, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

* * * * * * * * * * * * *

1. The Commission had under consideration, among other things, the matter of the call for and consideration of bids for the construction of the Bridge over Alsea Bay in Lincoln County, and after the Chairman of the Commission announced the purpose of the meeting the Secretary of the Commission opened and publicly read the bids hereinafter enumerated, and after a conference between the members of the Commission, Mr. C. C. Hockley, State Engineer for Oregon, Public Works Administration, Mr. J. F. Meager and Mr. M. E. Reed, all representatives of the Public Works Administration, and after due consideration of all of said bids and matters connected therewith, Commissioner Washburne offered and moved the adoption of the following resolution, which motion was seconded by Commissioner Aldrich, and being by the Chairman submitted to vote received the unanimous vote of all three Commissioners, and said motion was by the Chairman declared unanimously carried, and said resolution thereby unanimously adopted, to wit:

WHEREAS, pursuant to a call for bids, notice of which was duly and regularly given by publication thereof in the following publications:

Pacific Builder & Engineer, Seattle, Washington.
Engineering News Record, New York, New York.
Daily Journal of Commerce, Seattle, Washington.
Daily Journal of Commerce, Portland, Oregon.
Daily Pacific Builder, San Francisco, California.
Southwest Building & Contractor, Los Angeles, California.

for the construction of a bridge across Alsea Bay in Lincoln County, there were received by the Commission and publicly opened and read on the fifth day of April, 1934, in the Auditorium of the Public Service Building, Portland, Oregon, the following bids:

Lindstrom & Feigenson, Parker & Banfield, T. H. Banfield, Portland	$685,040.00
Northwest Roads Co., Portland	685,930.00
Teufel & Carlson, Seattle, Washington	701,345.00
Gilpin Construction Co., Portland	774,900.00
Mercer-Fraser Co., Eureka, California, and Geo. R. Cooke Co., Detroit, Michigan	863,175.00

and

WHEREAS, all of said bids were duly considered by the Commission and its engineers in conference with said C. C. Hockley, J. F. Meager, and M. E. Reed, and it was and is the judgment of the Highway Commission that the bid of Linstrom & Feigenson, Parker & Banfield, T. H. Banfield, was and is the lowest and best bid of all bids received, and that the said bid should, in the interests of the State, be accepted and the contract for the construction of the said bridge awarded to said bidder;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Highway Commission, all members being present and affirmatively voting, as follows:

1. That the bid of Lindstrom & Feigenson, Parker & Banfield, T. H. Banfield in the sum of $685,040 for the construction of the bridge over Alsea Bay in Lincoln County be and said bid hereby is accepted, and R. H. Baldock, State Highway Engineer, is hereby authorized and directed to announce said award after further conference with C. C. Hockley, State Engineer for Oregon, Public Works Administration.

2. That R. H. Baldock, State Highway Engineer, Mr. C. B. McCullough, Bridge Engineer, and J. M. Devers, Attorney for the Commission be and they hereby are instructed, authorized and directed to prepare the formal written agreement covering the construction of said bridge, which agreement shall be prepared in harmony with specifications,plans and design prepared by the Engineer and referred to in said call for bids. Said written agreement when prepared shall be submitted to the said bidder and the Highway Commission for proper execution.

3. That the certified check accompanying the bid of the second lowest bidder; namely, Northwest Roads Co., be held subject to further order of this Commission and that the Secretary of the Commission be and he hereby is instructed to return to other bidders their respective certified checks.

4. That this resolution be entered in the minutes of the Commission and a duly certified copy thereof delivered to Mr. C. C. Hockley, State Engineer for Oregon, Public Works Administration, New Federal Building, Portland, Oregon.

Construction
Bridges - Coast Hwy

Alsea Bay

March 24, 1934

Oregon State Federation of Labor
Labor Temple
Portland, Oregon

Attention of Mr. Ben T. Osborne, Executive Secretary

Gentlemen:

This acknowledges receipt of your letter of March 23 concerning the specifications of the State Highway Commission for the construction of the Alsea Bay bridge with relation to the Workmen's Compensation coverage, in which you object to these specifications and demand an immediate hearing before the State Highway Commission to set forth Labor's position in connection with this matter.

I shall be pleased to see that your letter is brought to the immediate attention of the State Highway Commission.

Very truly yours,

Secretary

HBG:AJ

Stevens, Portland *Second District—* Chas. Knapp, A *Third District—* F. J. A. Boehringer, Salem *Fourth District—* A. J. Schiefferstei amath Falls *Fifth District—* Alex Manning, Pendleton

Oregon State Federation of Labor

STATE BRANCH OF AMERICAN FEDERATION OF LABOR

Ben T. Osborne, *Excutive Secretary-Treasurer*
Labor Temple, Fourth Avenue and Jefferson Street
Phone Atwater 0171
PORTLAND, OREGON

Wm. Cooper, *President*
Labor Temple, Portland
Vern Haybarker, *Vice-President*
Portland

77

March 23, 1934

State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Gentlemen:

Last week, while in Salem, I secured from Mr. McCulloch a copy of the specifications and special provisions relating to the construction of the Alsea Bay bridge, bridge number 1746.

In checking these specifications, and on careful analysis, we find that your commission is making a radical departure from the practice in vogue for many years, namely, permitting bids to be offered for the construction of this bridge in which it is permitted to furnish other than Oregon Workmen's Compensation protection. Organized labor deems this departure to be a fatal blow at the structure of Workmen's Compensation legislation and against the public policy of the State of Oregon, and particularly so because it comes from a branch of the State government. The fact that you indicate in your specifications that a policy of private insurance must be at least equal to the protection offered by the Workmen's Compensation Act of this state is of no consequence, because we know from bitter experience that, basically, a private policy is not written to protect workmen, but instead is organized for profit and not to furnish adequate service to injured workmen, their widows and orphans.

It is not necessary in this letter to go into detail, but we insist that we are in a position to prove beyond any question of doubt that the only adequate protection offered to workmen, their dependents and the citizens of the state can be had from the Workmen's Compensation Law of this state.

6

Other provisions of your specifications relating to Workmen's compensation coverage, such as attempting to participate in the reward to the employers for reduction in accidents, will also result in seriously impairing the principle or purpose intended to be accomplished by the adoption of a merit rating system. If your position is carried out, it will mean that you have set up compulsory workmen's compensation but on a competitive basis, a practice which the legislature and the people of this state have repeatedly rejected. In our opinion, you are driving the wedge in assisting the private insurance carriers to accomplish the purpose they have long sought, and failed.

Before irrevocable damage is done to the laws of this state and workers are subjected to the necessity of something other than Workmen's Compensation coverage,

6 copies made

we demand that we be heard, in order that we may point out to your Commission the seriousness of this departure in your practice.

We are determined that never again will the old system be permitted to return, and as we said in our minority report when we served on the Governor's interim committee, there shall be no profit from crushed and maimed bodies and from tears and broken hearts of widows and orphans.

We are making our objections at this time, so that the specifications may be amended before bids on this bridge are received and opened by your commission. May we ask for an immediate conference with your commission, to more fully set forth Labor's position in connection with this matter.

A copy of this letter is being forwarded to O. R. Hartwig, Labor's representative on the State Industrial Accident Commission, so that he may be advised how keenly we feel on this subject, and we are asking him to exert every possible effort as a member of the Commission to carry out the views herein expressed.

Very truly yours

OREGON STATE FEDERATION OF LABOR

Ben T. Osborne

Executive Secretary-Treasurer

BTO:BM

Alsea Bay Bridge

OFFICE OF STATE ENGINEER (PWA)

Baldock

TO BORROWERS:

Expenditures for "extra work" or expenditures arising from change in or addition to plans and/or specifications will not be considered a part of the costs of the project which are to be paid for out of funds furnished by or through the Federal Emergency Administration of Public Works unless the borrower, prior to incurring such expenditures, shall apply to, and receive from, the State Engineer (PWA) an approval of such extra work or changes.

Such approval, if granted, will be given on PW Form No. 84 and will be confined to the engineering necessities for extra work or changes. The question of financial obligation will not be passed upon until the project has been completed and it is ascertained what is the relation between the costs of the project and the allocation of the PWA funds.

Copy of PW Form No. 84 is hereto attached.

C. C. HOCKLEY
State Engineer for Oregon
Public Works Administration

Portland, Oregon,
March 18, 1934

Reference PW 6204

PW FORM No. 84

CONDITIONAL APPROVAL OF EXTRAS

Docket No. ________________

I have received your communication of ________________, 1934, in which you request that I approve the following change in or addition to the plans and specifications for P. W. A. Project No.__________(herein called the "Extra No. ________"):

You are hereby advised that Extra No. ________ is (approved) (disapproved) as to its (desirability) (soundness) from an Engineering standpoint. This approval, if such is given, carries no obligation, legal or moral, on the part of Public Works Administration, to finance the costs of Extra No. ____________. Should the total cost of the Project, inclusive of the cost of Extra No. ____________ and the cost of such other extras as may have heretofore been approved, not exceed the sum allocated by Public Works Administration for Project NO.______________, the Extra NO. ____________ will be considered on its merits at the time of final payment under the (Loan and Grant) (Grant) Agreement. Should the total cost of the Project. exclusive of the cost of Extra No. __________, be equal to or exceed the s sum allocated by Public Works Administration for Project No. ______________; you may then apply to Public Works Administration for an additional (loan and grant) (grant) which application will be given due consideration.

____

State Engineer

OFFICE OF STATE ENGINEER (PWA)

Portland, Oregon,
March 19, 1934

TO BORROWERS AND CONTRACTORS:

The following instructions were received today from the Administrator of the Federal Emergency Administration of Public Works:

"All work to be done on Public Works projects shall be subject to the following regulation which shall be incorporated verbatim in all construction contracts for work on the projects:

'Engineers, architects, and other professional and sub-professional employees engaged on the project shall receive the prevailing local rates for the various types of service to be rendered, except that in no case shall they receive less than the hourly rates set for the highest paid classof skilled labor directly employed on the project.'

"The State Engineer shall assist in determining satisfactory rates."

Please be governed accordingly.

C. C. HOCKLEY
State Engineer for Oregon
Public Works Administration

Reference PW 7683

Pwa

STATE INDUSTRIAL ACCIDENT COMMISSION
WORKMEN'S COMPENSATION LAW
SALEM, OREGON

A. R. HUNTER
O. R. HARTWIG
T. MORRIS DUNNE
COMMISSIONERS

FIRM DEPARTMENT
RALPH H. CAMPBELL
ATTORNEY

March 21, 1934

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

The specifications for State Highway Project on Bridge #1746 over Alsea Bay near Waldport, bids for which are to be opened on April 5th, 1934, have been submitted to the State Industrial Accident Commission for examination.

It appears that the specifications contained on Page 13 over the heading "Savings in Premium on Industrial Insurance Shall Accrue to the State" were prepared without a full understanding of the Workmen's Compensation Law relating to experience rating and rates. This specification states: "deductions from or additions to which base rates are made by the said Accident Commission at the end of the job, depending upon the degree of safety afforded the workmen as evidenced by the amount of accident claims."

An examination of Section 49-1825-b, which is the experience rating provision of the Workmen's Compensation Law, clearly shows that such a method of figuring experience rating is contrary to the provisions of law, and that any contention that the experience rating of an employer on any job is determined when the job is completed, is in error.

An employer's experience rating is based on a comparison of his contributions to the Accident Fund to the cost of claims chargeable to his operation over a preceding period not to exceed five years. The five year period is a maximum taken for the purpose of figuring experience ratings, but no employer is entitled to an experience rating until he has operated and contributed to the Accident Fund for one full fiscal year, which fiscal year begins on July 1st. In other words, the employer's rate of contribution to the Accident Fund, whether it be base, above base or below base, is determined for any fiscal year by his previous experience and not by the experience within that fiscal year.

We vigorously protest the deviation in these specifications from the past established practice of the Highway Commission to require all contractors to take coverage under the Workmen's Compensation Law of this State. Section 49-1811 reads as follows: "If the state or any state department, county, incorporated city or town, school district, irrigation district, or political subdivision of the state or any county shall engage as an employer in any hazardous occupation as defined in this act, it shall not have the right to reject the provisions and benefits of this act; . . . ."

This provision has been construed and accepted to mean that all public work was to be performed subject to the provisions of the Workmen's Compensation Law. This contention is further supported by the fact that the Highway Department, for instance, is charged with the construction and maintenance of the highways of the State, and they are given certain methods for performing this duty; i.e., it may actually perform the work itself or the work may be done by contract, force account or otherwise. If the work is done by the Highway Department itself, it must be performed subject to the provisions of the Workmen's Compensation Law.

It is also of importance to note that under the provisions of Sections 49-701 and 67-1101, the bond the contractor is required to furnish on all public contracts must specifically bind the surety to pay all sums due the State Industrial Accident Commission. We call the above to your attention for the reason that it has a bearing on one of the fundamental principals of law, and that is that you cannot do indirectly what you cannot do directly. It is our contention that, if the Highway Department in the prosecution of this work cannot themselves reject the provisions of the Law, then in the performance of any of that work, whether by contract, force account or otherwise, the work must be performed subject to the provisions of the Workmen's Compensation Law.

Aside from the above, the Workmen's Compensation Law of Oregon was enacted for the reason that adequate protection to workmen was not and could not be secured through private insurance coverage, and the Law was enacted primarily to give those workmen adequate protection and at the same time give the employer all and even greater protection than he could secure under a private policy. The protection of the employer alone from suits by his injured workmen is the fundamental principal behind private coverage, whereas under the provisions of the Workmen's Compensation Law the protection of the workmen as well as the protection of the employer are the fundamental and vital features.

Although the specifications to which we have above referred purport to require a policy which will give to the workmen equal or the same protection as that afforded by the Workmen's Compensation Law, it goes without saying that a private policy is not written which will give to the workmen the same benefits. We can also see where the policy of accepting private coverage as set forth in these specifications will be primarily advantageous to out of state employers, and detrimental to employers who have and are operating within the State of Oregon and subject to the provisions of the Workmen's Compensation Law, for the reason that under the provisions of the Law these employers cannot reject for any particular job, or any such rejection would not become effective until the beginning of the next [illegible] [illegible] [illegible], it would be necessary that [illegible] [illegible] [illegible] before the 1st.

You would then have a situation existing where your local contractor, who might be required on account of experience rating to contribute at a rate above base, competing with the out of state contractor who could reject the Workmen's Compensation Law and proceed with the work under what is termed in the specifications as a commercial liability insurance policy, based on a premium which does not take into consideration the first aid and medical benefits of the Workmen's Compensation Law, which benefits represent approximately 30% of the claim costs. We also wish to call to your attention the fact that these policies written by such insurance companies contain a thirty-day cancellation clause; and even if such a policy could be written on public work and you would start out with an apparent saving of a few dollars, there is no assurance that after a serious accident and a bad experience, that said policy would not be cancelled; and in the final analysis, instead of making a saving, it would actually prove to result in a loss.

It is therefore in our opinion the intent of the Law in the performance of any public work to give consideration to the workmen and their rights, as well as to give protection to the employers; and for that reason we are of the opinion that all public work must be performed under, and all workmen employed on public work are entitled to receive the benefits of the Workmen's Compensation Law. It is no more the intent of the Law to sacrifice the rights and protection of the workmen in order to save a few dollars, than it would be good business for the Highway Department to use an inferior quality of material in the performance of such work for the same purpose.

We deem this matter of so vital importance that we are forwarding a copy of this letter to Governor Meier, and we trust that we can immediately arrange a conference with your Commission with the thought of having the specifications amended and all interested parties notified to that effect before bids are received and opened.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

H.R. Hunter
Chairman.

Commissioner.

T. Morris Dunne
Commissioner.

C:LF

c.c. Governor Meier.

pwa

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

March 17, 1934.

Mr. R. H. Baldock
c/o State Highway Commission
Salem, Oregon

Dear Sir:

Re: Oregon State Highway Commission - Rates covering construction and completion and after completion - Oregon Highway Bridges on Coast Highway.

ALSEA BAY BRIDGE

Confirming our telephone call this morning relative to rates for all risk insurance covering the construction each or any of the Oregon Coast Bridges, I am attaching herewith the following: Certificate of Appointment in blank to be executed by the State Highway Commission or the contractor for the purpose of submitting the proper data to the Inland Marine Underwriters Association of San Francisco who have authority to recommend and promulgate a rate approved by the New York office of the Inland Marine Underwirters. Also, I am attaching the inspection report which must be forwarded to the Inland Marine Underwriters Association giving certain data relating to the construction and type of bridges and Perils insurance, also the form of coverage generally issued under the policy covering all risk in connection with bridges under construction or completed. It will not be necessary to furnish the bridge plans of the Alsea Bay Bridge as we have a set of those plans which will accompany the other plans if executed.

I am also enclosing a copy of letter addressed to Mr. Leslie Scott under date of March 15th which explains the difference in approximate rates quoted by the Firemans Fund and the Home Group. The Firemans Fund gave us an indication of rates based on the completed cost of the bridges and dating same from the inception of the risk; whereas, the Home Group gave a rate based on values in course of construction. Both plans call for the 80% co-insurance clause. All rates on bridges on the Pacific Coast territory are based on the recommendation of the local bridge committee in San Francisco and their recommendations are forwarded to the head office of the Inland Marine Underwriters Association at New York for approval. If you want a rate to be promulgated in course of construction and after completion, it will be necessary for you to execute the order enclosed herewith. It is to be signed by yourself on behalf of the State Highway Commission, together with the completion of the inspection report, which I think will be acceptable to the San Francisco Committee.

I wish also to confirm our statement to Mr. Scott, as well as yourself that if you will execute this order, it will be without any obligation either as to placing the insurance through our office, or for that matter, taking out any insurance at all. However, by following our suggestions, you will at least have the satisfaction of knowing what insurance against all risk either under construction or completion may represent, and regardless of who places the same, the intent of this letter is to expedite the matter of securing proper information as to cost of the insurance and

Mr. R. H. Baldock March 17, 1934.

No. 2

without any further obligation on your part.

Very truly yours,

BATES, LIVELY & PEARSON

PCB/J By P. C. Bates

Enc.

21-4

X

Alsea Br.

March 15, 1934

Mr. Charles A. Mansfield
Hartford Accident and Indemnity Co.
207 Lewis Building
Portland, Oregon

Dear Charlie:

I will be very glad to furnish you with a print of page three of the Alsea River Bridge plans, as requested in your letter of March 14. This print will be sent to you under separate cover by Mr. C. B. McCullough, our bridge engineer.

With best regards, I am

Very truly yours

Secretary

P. S. I hope you have fully recovered from your recent illness.

HBC:jn

JAS. L. D KEARNEY
VICE PRESIDENT AND GENERAL MANAGER

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, 720 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA
JOY LICHTENSTEIN
VICE-PRESIDENT

JEWETT, BARTON & LEAVY
JOHN KERN COMPANY
RESIDENT AGENTS
207 LEWIS BUILDING

PORTLAND, OREGON

March 14th, 1934

Mr. H. B. Glaisyer
Sec., Oregon State Highway Commission
Salem, Oregon

Dear Herb:

I am wondering whether or not you would be so kind as to obtain for me the profile sheet, which I believe is Page 3 of the plans for the Alsea River Bridge, and forward it to me so that I can send it to our company at San Francisco for their use.

This profile sheet shows the depth of the water at the piers and is generally a picture of the entire job; and if you can do this, I certainly be deeply obligated to you.

Very truly yours,

Charlie
C. A. Mansfield

CAM HK

FORM 3-K-1 11408 5CC 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

R. H. Baldock

PWA

October 30, 1933

Mr. C. C. Hockley,
State Engineer,
Public Works Administration,
Federal Building,
Portland, Oregon.

Re: Docket No. 982-State of Oregon-
Alsea Bridge project

Dear Mr. Hockley:

In response to the request made through you by the Public Works Administration for additional information and data in support of the State of Oregon's application for a loan and a grant of funds with which to construct the Alsea Bay Bridge, I submit the following information, and for the convenience of the Administration I have repeated in full in the order given in the inquiry the subject in connection with which additional data has been required:

Interrogatory No. 1:

Complete, but condensed in so far as practicable, statement of general fund receipts and disbursements for past years (stated in the application about ten) showing creation, reduction or increasing of the general fund deficit in each year and how carried on the books. Also a statement showing estimated receipts and expenditures for the current year and 1934 which prove that the budget is now balanced or that action is in process or in good faith assured designed to place the State on a strictly cash basis with a balanced budget by the end of 1934. The statement first referred to should show clearly the deficit at the beginning and at the end of each year and lead up to the amount at December 31, 1932 stated in the application as $3,929,000. An explanation should also be made of the deficit figure given above and the fact that the general fund warrants (stated to be the only floating debt) outstanding are only $850,396.33 at August 22, 1933.

Answer:

The answer to interrogatory No. 1 has been furnished by the State Treasurer and is as follows:

"Following is a statement showing the balance in the general fund on October 1, 1924 and the receipts to and expenditures from said fund for the years ending on September 30, 1925 to 1933 inclusive, and showing also the balances or deficits in the general fund at the beginning of business on October 1 of each of the years 1925 to 1933 inclusive:

"GENERAL FUND

	Receipts including transfers	Disbursements including transfers		Balance
Oct. 1, 1924			10-1-24	$868,170.92
to Sept.30,1925	$15,610,278.13	$15,339,697.91	10-1-25	1,138,751.14
1926	15,807,004.10	16,751,004.78	10-1-26	194,750.46
1927	17,356,728.97	17,925,142.17	10-1-27	373,662.74
1928	19,005,955.47	18,177,983.75	10-1-28	454,308.98
1929	21,412,546.08	22,038,733.77	10-1-29	171,878.71*
1930	25,062,452.66	24,969,673.74	10-1-30	79,099.79*
1931	22,880,009.52	22,904,317.09	10-1-31	103,407.36*
1932	21,802,119.95	19,828,835.93	10-1-32	1,869,876.66
1933	18,119,713.78	20,075,251.86	10-1-33	85,661.42*

* Deficit

"Overdrafts in the general fund generally have been overcome by bank borrowings or transfers from other state funds having a temporary surplus. On October 1 of each of the years shown, the state had outstanding no obligations in the form of bank loans or transfers from other funds.

"The accompanying statement, Exhibit 1, prepared by the Secretary of State, as State Auditor, shows the balance in the general fund on January 1, 1933, the estimated revenue which will accrue to the fund, and the estimated total expenditures from the fund, for the years 1933 and 1934. The statement shows that after paying in 1933, $1,024,000 in bank loans, $1,000,000 transferred from the World War Veterans' State Aid Sinking fund to the general fund, and $700,000 transferred from the State Highway fund to the general fund, estimated receipts lack only $1,262,486.70 of placing the general fund on a cash basis at the end of 1933. The figures for 1934 show that the estimated revenue will exceed the estimated requirements of the fund by the amount of $1,921,410.82.

"Exhibit 2 attached, projects the general fund deficit to the end of 1934 and shows that the fund will have an estimated book deficit of $1,051,708.23 on Dec. 31, 1934. So far as the State Treasurer's office is concerned, however, the fund should be on a cash basis, for the reason that the projection shows only the estimated receipts and expenditures, without allowance for an equivalent or greater amount, represented by unexpended balances of self-sustaining activities which operate on a fee basis and do not depend upon the legislature for appropriations. The aggregate balance to the credit of self-sustaining activities on December 31, 1932, was $1,217,690.17.

"General fund warrants outstanding on October 28, 1933 amounted to $1,657,268.24. This figure is higher than the figure on August 22, 1933, for the reason that during the latter part of the year, receipts from miscellaneous sources, and particularly from insurance taxes and corporation fees, decline materially. The amount of warrants should be reduced substantially, however, during the month of December and immediately thereafter, for the reason that the last half of the state property tax amounting to $1,487,918.96

will be due and payable in full regardless of delinquencies, from the first moneys over which the counties have control.

"The figure of $3,929,000 represents the deficit which would have existed in the general fund on December 31, 1932, if all available appropriations, other than estimated reverting balances, had been expended by that date. In determining the cash deficit on the books of the State Treasurer, the amount of $3,929,000 does not allow for the offset of $1,217,690.17, represented by credits to the accounts of self-sustaining activities. The cash deficit in the general fund on December 31, 1932, according to the state treasurer's records, was $1,024,000 in bank loans and $850,000 transferred to the general fund from the Veterans' fund, less $154,998.40 cash in the fund. The difference between the $3,929,000 and the $1,874,000 in loans and transfers just mentioned, consisted of unexpended appropriations and cash moneys to the credit of self-sustaining departments, and outstanding warrants amounting to $85,280.10.

"The highway balance of $2,679,033.44 as of July 31, 1933, was in the form of cash deposited under full security in banks and was available for payment by check of the state treasurer."

Interrogatory No. 2:

A statement effecting a reconciliation of pages 43, 44 and 45 in the application which give different figures for highway receipts, expenditures and surpluses. In view of the fact that according to pages 43 and 44 the expenditures of the highway fund were considerably higher than its revenue in 1931 and 1932, an explanation should be made of how the deficit was or is being taken care of.

Answer:

The amounts given on page 45 as yearly receipts represent the total funds available during the years for highway purposes, and include both the actual receipts during the years and the surpluses carried over from previous years. These receipts are divided below to reconcile with the amounts appearing on page 42.

Year	Yearly Receipts	Surplus at Beginning of Year	Total Available Funds
1928	$ 10,014,435.63	$ 1,023,077.07	$ 11,037,512.70
1929	11,825,765.30	769,278.37	12,595,043.67
1930	15,757,585.80	1,267,209.38	17,024,795.18
1931	15,722,426.23	2,356,858.58	18,079,284.81
1932	12,007,786.46	2,178,568.39	14,186,354.85
1933	12,889,000.00	1,291,864.30	14,180,864.30

The yearly requirements for highway purposes as given on page 45 agree with the total yearly expenditures given on page 43, except for typographical error for year 1928 on page 45. This figure should be $10,268,244.33.

Interrogatory No. 3:

State the form of the highway fund balance of $2,679,033.44 as of July 31, 1933 as reported in the application. Was it all cash in banks and available by check?

Answer:

All of said balance was on July 31, 1933 cash in the custody of the State Treasurer, subject to the order of the Oregon State Highway Commission, and available for debt payments or for highway construction, maintenance, and administration costs.

Interrogatory No. 4:

In view of the present provisions for the issuance of General Obligation State Highway Bonds which show a borrowing margin by that means, the Administration is interested in knowing why that method of financing is not to be availed of rather than the revenue note or lease method proposed in the application.

Answer:

Funds or revenues for debt payments and/or for the construction, maintenance and improvement of state highways, including bridges, are procured in this State from motor vehicle license fees, motor transportation fees and from gasoline taxes, the approximate annual amount of which is $12,400,000, and the entire amount of which said revenues, less administration costs, are deposited in the State Treasury to the credit of the state highway fund for disbursement by the State Highway Commission pursuant to law.

The following excerpts from State statutes are informative and pertinent to interrogatory No. 4:

Sections 26 and 28 of Chapter 429, Laws of Oregon, 1933 (Motor Transportation Act) are as follows:

> "Section 26. All fees, taxes, charges and other sums collected by the commissioner under this act including fees collected for the filing of annual reports, shall be by the commissioner paid into the state treasury of the state of Oregon and shall be by the state treasurer placed to the credit of the general fund to an account to be known as the 'motor carrier account,' and such an amount, not exceeding $60,000 for any calendar year, as may be necessary, hereby is appropriated out of such motor carrier account for the payment of all expenses of whatsoever nature incurred by the commissioner and/or the state police in administering and enforcing this act; provided, however, that such amount appropriated for the payment of expenses incurred by the commissioner and/or the state police in administering and enforcing this act for the period July 1, 1933, to December 31, 1933, shall not exceed $30,000. The secretary

of state hereby is authorized and directed to audit all claims, duly approved by the commissioner and/or the superintendent of the state police, which have been incurred in pursuance of law and the foregoing appropriation and to draw his warrants on the state treasurer for the payment thereof, payable out of the motor carrier account of the general fund; that said appropriations for the payment of expenses in administering and enforcing this act shall be divided between the commissioner of public utilities commission and 15 per cent to the state police department."

"Section 28. The state treasurer, on March 31, June 30, September 30 and December 31 of each year, shall transfer to the credit of the state highway fund from the motor carrier account of the general fund, as provided in section 26 hereof, all moneys in excess of $5,000."

Section 8, Chapter 428, Laws of 1933 (Motor Vehicle License Act) reads as follows:

"All moneys received by the secretary of state under the provisions of this act shall be deposited in the state treasury, and shall be by the state treasurer placed to the credit of the general fund. Such moneys shall be disbursed only on warrants drawn by the secretary of state in the same manner and for the same purposes as provided by section 55-1111, Oregon Code 1930, as amended by chapter 204, Oregon Laws, 1931. After payment of the expenses of administering this act, as provided herein, the moneys remaining shall, on March 31, June 30, September 30, and December 31 of each year, be by the state treasurer credited to the state highway fund."

Section 44-601, Oregon Code 1930, is as follows:

"The state highway fund shall hereafter consist of all moneys and revenues derived under and by virtue of chapter 423, General Laws of Oregon, 1917; under and by virtue of chapter 175, General Laws of Oregon, 1917; under and by virtue of chapter 339, General Laws of Oregon, 1913; from the moneys and revenues accruing from the one-fourth mill tax as provided in chapter 237, General Laws of Oregon, 1917; from all moneys and revenues accruing from the licensing of motor vehicles and chauffeurs, and by law authorized and directed to be diverted for road and highway purposes; from moneys and revenues derived from any license tax now levied or hereafter levied on gasoline, distillate, liberty fuel or other volatile and inflammable liquid fuels and by law diverted for the improvements of roads and highways; from the moneys and revenues derived under the provisions of this act and acts amendatory thereof; from all moneys and revenues received from all other source or sources which, by law, are diverted for the improvement of the roads and highways of the state, and from the operation of all laws hereinafter enacted by the legislative assembly of Oregon which direct that the moneys, licenses, revenues, etc., shall be used in the construction and improvement of the roads and highways of the state. The state highway fund shall be held by the state treasurer as a trust fund for road and highway purposes. All interest earnings on such funds shall be placed to the credit of the state highway fund."

Chapter 399, General Laws of Oregon, 1933, a copy of which will be found on page 35 of the State's application, authorizes the Governor to borrow funds from the Federal Government, and issue as evidence thereof project notes or bonds secured by trust deeds or long term leases. Attention is directed to subdivisions (4) and (6), topic (cc), page 21 of the Alsea Bay Bridge project application, Administrations Docket No. 982, wherein it is proposed that there be assigned by the State of Oregon to the Federal Government out of state highway revenues an amount sufficient to meet the annual instalment due on said proposed debt.

The issuance of project notes, protected by and with the proposed assignment of highway revenues is, in our opinion, of advantage to the Federal Government over General Obligation State Highway Bonds. The first state highway bonds were issued in this State in 1917, but never has either interest or principal of such debt been paid out of funds procured by a property tax. On the contrary principal and interest of such bonded debt have been paid out of state highway revenues procured from the sources herein designated. Therefore the proposed assignment of highway funds for the payment of the proposed loan will, if accepted by the Federal Government, make of the Federal Government a preferred creditor in so far as the current revenues constituting the state highway fund are concerned. Should said highway funds be pledged to the payment of said proposed debt, and should there in any year be insufficient funds in said highway fund to meet the payments due the Federal Government, and at the same time meet the payments due on bonded indebtedness, then holders of state highway bonds would be required to look to the tax levying power of the State for payment of the debt.

It has been disclosed in the application that the bridge projects proposed will take the place of ferry service now being provided at an annual expense of $125,000, which amount will in the next five years be increased to $175,000, or an even greater sum. It is therefore proposed to create a sinking fund out of these ferry charges to which will be added out of current revenues such an amount as may be necessary to equal the annual instalment due the Federal Government, thereby insuring prompt payment each year to the Federal Government of all annual debt instalments.

In addition the State will as further security execute to the Federal Government a long term lease or a trust deed covering the bridges and projects related thereto for the use of which bridges tolls could at any time be imposed to take care of any unpaid indebtedness.

A further answer to the State's offer to issue project notes and employ the lease method instead of the issuance of General State Highway Bonds which would be a general obligation of the State is the action taken by the Oregon Legislature of 1933, which action is evidenced by chapter 325, Laws of 1933.

> "No bonds shall be issued pursuant to this act, nor indebtedness incurred hereunder which, singly or in the aggregate, with previous debts or liabilities incurred for building and maintaining permanent roads, shall exceed any limitation provided in the constitution of the state of Oregon at the date of the issuance and sale of such bonds; but said commission is authorized and empowered to sell, in addition to said bonds, in the amount of seven million dollars ($7,000,000), such an additional amount of bonds as may be permitted and authorized by, and not in conflict with, the provisions of the constitution of the state of Oregon; provided, however, that no bonds shall be sold under the provisions of this act for any purpose except for the purpose of procuring funds with which to refund existing bonded indebtedness created for highway purposes as such bonded indebtedness, either as to principal or interest, becomes due and payable to the end that the credit of the state may be maintained; and except to provide funds with which to meet and take advantage of funds made available by the federal government for highway construction, and except for the purpose of procuring funds with which to provide for a catastrophe or to meet emergencies caused by floods or other emergencies for which current revenues are not adequate."

Coupled with the foregoing statute is the mandate of the Legislature found in Chapter 399, General Laws of Oregon, 1933 (see page 21 State's application---Docket No. 982 for copy of law).

The foregoing statement of facts, we believe, will disclose that the State has offered to the Federal Government not only ample but more attractive security than would be afforded were general obligation bonds issued and delivered to the Federal Government.

Respectfully submitted,

J M Devers
J. M. DEVERS
Assistant Attorney General

JMD:PW

EXHIBIT "1"

STATE OF OREGON DEPARTMENT OF STATE
SALEM, OREGON

Statement Projecting the General Fund Deficit to December 31, 1934, based upon Estimated Revenue and Requirements for the Years 1933 and 1934

ASSETS:		
Cash on hand January 1, 1933		$ 154,998.40*
Cash Received from Certificates of Indebtedness issued in 1933 - World War Veterans' State Aid Commission	$ 150,000.00	
State Highway Commission	700,000.00	850,000.00
Estimated Revenue from all other sources for 1933		14,718,752.59
Estimated Revenue from all sources for 1934		15,859,388.20
Total Funds estimated to be received during the biennium of 1933-1934		$31,563,139.19
LIABILITIES:		
General Fund Deficit as of December 31, 1932, Gross		$ 4,079,009.41*
Funds borrowed - Contra of above		850,000.00
1933-1934 Appropriations		
Annual Continuing - estimated	$ 380,000.00	
Legislative Appropriation - Net	5,900,350.36	
Millage Tax Activities - estimated	3,915,004.40	10,195,354.76
Self-Sustaining Activity Requirements including Motor Fuels Tax Refunds		6,047,019.98
Motor Vehicle Transfers to June 30, 1933 only		394,519.36
Motor Fuels Tax Transfers to Highway Fund 1933-1934		10,709,297.73
Interest on Daily Balances to Trust Fund		60,920.18
Additional Liability to Self-Sustaining Activities representing excess of receipts over disbursements		100,131.00
Estimated Interest on bank loans, fund loans and endorsed warrants		178,595.00
Total Estimated Requirements to December 31, 1934		$32,614,847.42
Estimated Deficit December 31, 1934		$ 1,051,708.23

* Net Deficit at January 1, 1933	$ 3,924,011.01
Estimated Deficit December 31, 1934	1,051,708.23
Estimated Reduction in Deficit during 1933 and 1934	$ 2,872,302.78

EXHIBIT "2"

STATE OF OREGON DEPARTMENT OF STATE
SALEM, OREGON

Statement of Estimated Revenue and Requirements of the General Fund during the Years 1933 and 1934

Source of Revenue	1933	1934	Total
Cash on Hand January 1, 1933	$ 154,998.40	$	$ 154,998.40
Borrowed from World War Veterans' State Aid Commission	150,000.00		150,000.00
Borrowed from State Highway Dept.	700,000.00		700,000.00
Property Tax and/or Sales Tax	2,975,837.92	3,154,388.20	6,130,226.12
Revenue from Laws based upon or measured by income	1,600,000.00	1,800,000.00	3,400,000.00
Fees of Corporation Dept. - Gross	300,000.00	300,000.00	600,000.00
Fees of Inheritance Tax Department - Gross - New Law 1934	391,190.00	550,000.00	941,190.00
Fees of Insurance Department	750,000.00	750,000.00	1,500,000.00
All other General Revenue - Fees of State Dept., Care of Insane, etc.	399,391.96	360,000.00	759,391.96
Fees of Self-Sustaining Activities other than Motor Fuels Tax and Motor Vehicle License Fees	2,030,909.16	2,000,000.00	4,030,909.16
Motor Vehicle Registration Fees to June 30, 1933, only	197,042.93		* 197,042.93
Motor Fuels Tax - Gross - 5¢ after June 9, 1933	6,073,839.45	6,925,000.00	12,998,839.45
Office Rent - World War Veterans' State Aid Commission	252.00		252.00
Warrants Cancelled - Statute of Limitation	289.17		289.17
Total Estimated Revenue	$15,723,750.99	$15,839,388.20	$31,563,139.19

ESTIMATED REQUIREMENTS

	1933	1934	Total
Outstanding Warrants - Jan. 1, 1933	$ 85,280.10	$	$ 85,280.10
Payment of Bank Loans	1,024,000.00		1,024,000.00
Payment of Loan - World War Veterans' State Aid Commission	1,000,000.00		1,000,000.00
Payment of Loans - State Hwy. Com.	700,000.00		700,000.00
Accrued Interest on Loans to April 1, 1933	44,845.00		44,845.00
Interest on Daily Balance of Trust Funds	30,920.18	30,000.00	60,920.18
Expense Requirements:			
1929-1930 Appropriations	1,000.00		1,000.00
1931-1932 Appropriations	371,029.55	12,000.00	383,029.55

Annual and Continuing Appropriations Estimated	$ 190,000.00	$ 190,000.00	$ 380,000.00
1933-1934 Appropriations - Net	2,950,175.18	2,950,175.18	5,900,350.36
Millage Tax Activities	2,470,450.61	2,211,502.20	4,681,952.81
Less Diversion by H.B. 562		508,000.00	508,000.00
Motor Vehicle and Motor Transport Fees to Highway Fund to June 30, 1933, only - 1933 law not analyzed	394,519.36		394,519.36
Motor Fuels Tax Transfer to Hwy.Fund	4,834,297.73	5,875,000.00	10,709,297.73
Self-Sustaining Activities -Including Gas Tax Refunds	2,910,319.98	3,210,000.00	6,120,319.98
Less Diversion by H.B. 563 - 10% Tithing Fee	11,300.00	33,400.00	44,700.00
Less Diversion by H.B. 564 - 3% Tithing Fee	9,300.00	19,300.00	28,600.00
Total Estimated Requirements	$16,986,257.69	$13,917,977.38	$30,904,215.07
Excess of Revenue over Requirements	**$ 1,262,486.70	$ 1,921,410.82	$ 658,924.12

* N. B. The 1933 Motor Vehicle Law was not analyzed as to revenue producing possibility because of limited time. In view of the fact that this money is collected for the use of the Highway Fund and for counties, it does not help the General Fund except during the period that the money is on deposit before transfer.

** N. B. Deficit.

FORM 5-B-1 8642 1M 6-33

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

Pwa

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 3, 1934.

Mr. C. C. Hockley
State Engineer
Public Works Administration
Portland, Oregon.

Dear Sir:

Pursuant to our telephone conversation of last week, I am sending you four copies of the special provisions for the Alsea Bay Bridge, together with four copies of our standard specifications.

The plans for this structure have been approved both by Mr. Reed of your office as to general features, and by the U. S. Bureau of Public Roads as to details. The special provisions which are being sent to you herewith were gone over very carefully with Mr. Reed and yourself, at various conferences last summer, and we believe that we have incorporated in these special provisions all the suggestions which you have made and also those which were embodied in the P. W. A. circular of instructionns covering the same.

The purpose of this communication is to transmit this material to the end that we may be permitted to advertise for bids if and when the P.W.A. loan is approved.

We shall be pleased to be advised if there is any further material which is needed in this connection.

Very truly yours,

C. B. McCullough
Assistant State Highway Engr.

CBM:AP
cc Mr. Baldock

FORM 3-E-1 9542 1M 6-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

BRd

Bridge
Alsea

January 2, 1934.

U. S. Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Pursuant to request from Mr. McMinn, we are sending you four copies of the special provisions for the Alsea Bay Bridge.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. Baldock

FORM 2-K-1 11408 500 9-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

PWA

OREGON STATE HIGHWAY COMMISSION
SALEM

October 30, 1933

Mr. C. C. Hockley,
State Engineer,
Public Works Administration,
Federal Building,
Portland, Oregon.

Re: Docket No. 982-State of Oregon-
Alsea Bridge project

Dear Mr. Hockley:

In response to the request made through you by the Public Works Administration for additional information and data in support of the State of Oregon's application for a loan and a grant of funds with which to construct the Alsea Bay Bridge, I submit the following information, and for the convenience of the Administration I have repeated in full in the order given in the inquiry the subject in connection with which additional data has been required:

Interrogatory No. 1:

Complete, but condensed in so far as practicable, statement of general fund receipts and disbursements for past years (stated in the application about ten) showing creation, reduction or increasing of the general fund deficit in each year and how carried on the books. Also a statement showing estimated receipts and expenditures for the current year and 1934 which prove that the budget is now balanced or that action is in process or in good faith assured designed to place the State on a strictly cash basis with a balanced budget by the end of 1934. The statement first referred to should show clearly the deficit at the beginning and at the end of each year and lead up to the amount at December 31, 1932 stated in the application as $3,929,000. An explanation should also be made of the deficit figure given above and the fact that the general fund warrants (stated to be the only floating debt) outstanding are only $850,396.33 at August 22, 1933.

Answer:

The answer to interrogatory No. 1 has been furnished by the State Treasurer and is as follows:

"Following is a statement showing the balance in the general fund on October 1, 1924 and the receipts to and expenditures from said fund for the years ending on September 30, 1925 to 1933 inclusive, and showing also the balances or deficits in the general fund at the beginning of business on October 1 of each of the years 1925 to 1933 inclusive:

"GENERAL FUND

	Receipts including transfers	Disbursements including transfers		Balance
			10-1-24	$868,170.92
Oct. 1, 1924 to Sept.30,1925	$15,610,278.13	$15,339,697.91	10-1-25	1,138,751.14
1926	15,807,004.10	16,751,004.78	10-1-26	194,750.46
1927	17,356,728.97	17,925,142.17	10-1-27	373,662.74
1928	19,005,955.47	18,177,983.75	10-1-28	454,308.98
1929	21,412,546.08	22,038,733.77	10-1-29	171,878.71*
1930	25,062,452.66	24,969,673.74	10-1-30	79,099.79*
1931	22,880,009.52	22,904,317.09	10-1-31	103,407.36*
1932	21,802,119.95	19,828,835.93	10-1-32	1,869,876.66
1933	18,119,713.78	20,075,251.86	10-1-33	85,661.42*

* Deficit

"Overdrafts in the general fund generally have been overcome by bank borrowings or transfers from other state funds having a temporary surplus. On October 1 of each of the years shown, the state had outstanding no obligations in the form of bank loans or transfers from other funds.

"The accompanying statement, Exhibit 1, prepared by the Secretary of State, as State Auditor, shows the balance in the general fund on January 1, 1933, the estimated revenue which will accrue to the fund, and the estimated total expenditures from the fund, for the years 1933 and 1934. The statement shows that after paying in 1933, $1,024,000 in bank loans, $1,000,000 transferred from the World War Veterans' State Aid Sinking fund to the general fund, and $700,000 transferred from the State Highway fund to the general fund, estimated receipts lack only $1,262,486.70 of placing the general fund on a cash basis at the end of 1933. The figures for 1934 show that the estimated revenue will exceed the estimated requirements of the fund by the amount of $1,921,410.82.

"Exhibit 2 attached, projects the general fund deficit to the end of 1934 and shows that the fund will have an estimated book deficit of $1,051,708.23 on Dec. 31, 1934. So far as the State Treasurer's office is concerned, however, the fund should be on a cash basis, for the reason that the projection shows only the estimated receipts and expenditures, without allowance for an equivalent or greater amount, represented by unexpended balances of self-sustaining activities which operate on a fee basis and do not depend upon the legislature for appropriations. The aggregate balance to the credit of self-sustaining activities on December 31, 1932, was $1,217,690.17.

"General fund warrants outstanding on October 28, 1933 amounted to $1,657,268.24. This figure is higher than the figure on August 22, 1933, for the reason that during the latter part of the year, receipts from miscellaneous sources, and particularly from insurance taxes and corporation fees, decline materially. The amount of warrants should be reduced substantially, however, during the month of December and immediately thereafter, for the reason that the last half of the state property tax amounting to $1,487,918.96

will be due and payable in full regardless of delinquencies, from the first moneys over which the counties have control.

"The figure of $3,929,000 represents the deficit which would have existed in the general fund on December 31, 1932, if all available appropriations, other than estimated reverting balances, had been expended by that date. In determining the cash deficit on the books of the State Treasurer, the amount of $3,929,000 does not allow for the offset of $1,217,690.17, represented by credits to the accounts of self-sustaining activities. The cash deficit in the general fund on December 31, 1932, according to the state treasurer's records, was $1,024,000 in bank loans and $850,000 transferred to the general fund from the Veterans' fund, less $154,998.40 cash in the fund. The difference between the $3,929,000 and the $1,874,000 in loans and transfers just mentioned, consisted of unexpended appropriations and cash moneys to the credit of self-sustaining departments, and outstanding warrants amounting to $85,280.10.

"The highway balance of $2,679,033.44 as of July 31, 1933, was in the form of cash deposited under full security in banks and was available for payment by check of the state treasurer."

Interrogatory No. 2:

A statement effecting a reconciliation of pages 43, 44 and 45 in the application which give different figures for highway receipts, expenditures and surpluses. In view of the fact that according to pages 43 and 44 the expenditures of the highway fund were considerably higher than its revenue in 1931 and 1932, an explanation should be made of how the deficit was or is being taken care of.

Answer:

The amounts given on page 45 as yearly receipts represent the total funds available during the years for highway purposes, and include both the actual receipts during the years and the surpluses carried over from previous years. These receipts are divided below to reconcile with the amounts appearing on page 42.

Year	Yearly Receipts	Surplus at Beginning of Year	Total Available Funds
1928	$ 10,014,435.63	$ 1,023,077.07	$ 11,037,512.70
1929	11,825,765.30	769,278.37	12,595,043.67
1930	15,757,585.80	1,267,209.38	17,024,795.18
1931	15,722,426.23	2,356,858.58	18,079,284.81
1932	12,007,786.46	2,178,568.39	14,186,354.85
1933	12,889,000.00	1,291,864.30	14,180,864.30

The yearly requirements for highway purposes as given on page 45 agree with the total yearly expenditures given on page 43, except for typographical error for year 1928 on page 45. This figure should be $10,268,244.33.

Interrogatory No. 3:

State the form of the highway fund balance of $2,679,033.44 as of July 31, 1933 as reported in the application. Was it all cash in banks and available by check?

Answer:

All of said balance was on July 31, 1933 cash in the custody of the State Treasurer, subject to the order of the Oregon State Highway Commission, and available for debt payments or for highway construction, maintenance, and administration costs.

Interrogatory No. 4:

In view of the present provisions for the issuance of General Obligation State Highway Bonds which show a borrowing margin by that means, the Administration is interested in knowing why that method of financing is not to be availed of rather than the revenue note or lease method proposed in the application.

Answer:

Funds or revenues for debt payments and/or for the construction, maintenance and improvement of state highways, including bridges, are procured in this State from motor vehicle license fees, motor transportation fees and from gasoline taxes, the approximate annual amount of which is $12,400,000, and the entire amount of which said revenues, less administration costs, are deposited in the State Treasury to the credit of the state highway fund for disbursement by the State Highway Commission pursuant to law.

The following excerpts from State statutes are informative and pertinent to interrogatory No. 4:

Sections 26 and 28 of Chapter 429, Laws of Oregon, 1933 (Motor Transportation Act) are as follows:

> "Section 26. All fees, taxes, charges and other sums collected by the commissioner under this act including fees collected for the filing of annual reports, shall be by the commissioner paid into the state treasury of the state of Oregon and shall be by the state treasurer placed to the credit of the general fund to an account to be known as the 'motor carrier account,' and such an amount, not exceeding $60,000 for any calendar year, as may be necessary, hereby is appropriated out of such motor carrier account for the payment of all expenses of whatsoever nature incurred by the commissioner and/or the state police in administering and enforcing this act; provided, however, that such amount appropriated for the payment of expenses incurred by the commissioner and/or the state police in administering and enforcing this act for the period July 1, 1933, to December 31, 1933, shall not exceed $30,000. The secretary

of state hereby is authorized and directed to audit all claims, duly approved by the commissioner and/or the superintendent of the state police, which have been incurred in pursuance of law and the foregoing appropriation and to draw his warrants on the state treasurer for the payment thereof, payable out of the motor carrier account of the general fund; that said appropriations for the payment of expenses in administering and enforcing this act shall be divided between the commissioner of public utilities commission and 15 per cent to the state police department."

"Section 28. The state treasurer, on March 31, June 30, September 30 and December 31 of each year, shall transfer to the credit of the state highway fund from the motor carrier account of the general fund, as provided in section 26 hereof, all moneys in excess of $5,000."

Section 8, Chapter 428, Laws of 1933 (Motor Vehicle License Act) reads as follows:

"All moneys received by the secretary of state under the provisions of this act shall be deposited in the state treasury, and shall be by the state treasurer placed to the credit of the general fund. Such moneys shall be disbursed only on warrants drawn by the secretary of state in the same manner and for the same purposes as provided by section 55-1111, Oregon Code 1930, as amended by chapter 204, Oregon Laws, 1931. After payment of the expenses of administering this act, as provided herein, the moneys remaining shall, on March 31, June 30, September 30, and December 31 of each year, be by the state treasurer credited to the state highway fund."

Section 44-601, Oregon Code 1930, is as follows:

"The state highway fund shall hereafter consist of all moneys and revenues derived under and by virtue of chapter 423, General Laws of Oregon, 1917; under and by virtue of chapter 175, General Laws of Oregon, 1917; under and by virtue of chapter 339, General Laws of Oregon, 1913; from the moneys and revenues accruing from the one-fourth mill tax as provided in chapter 237, General Laws of Oregon, 1917; from all moneys and revenues accruing from the licensing of motor vehicles and chauffeurs, and by law authorized and directed to be diverted for road and highway purposes; from moneys and revenues derived from any license tax now levied or hereafter levied on gasoline, distillate, liberty fuel or other volatile and inflammable liquid fuels and by law diverted for the improvements of roads and highways; from the moneys and revenues derived under the provisions of this act and acts amendatory thereof; from all moneys and revenues received from all other source or sources which, by law, are diverted for the improvement of the roads and highways of the state, and from the operation of all laws hereinafter enacted by the legislative assembly of Oregon

> which direct that the moneys, licenses, revenues, etc., shall be used in the construction and improvement of the roads and highways of the state. The state highway fund shall be held by the state treasurer as a trust fund for road and highway purposes. All interest earnings on such funds shall be placed to the credit of the state highway fund."

Chapter 399, General Laws of Oregon, 1933, a copy of which will be found on page 35 of the State's application, authorizes the Governor to borrow funds from the Federal Government, and issue as evidence thereof project notes or bonds secured by trust deeds or long term leases. Attention is directed to subdivisions (4) and (6), topic (cc), page 21 of the Alsea Bay Bridge project application, Administrations Docket No. 982, wherein it is proposed that there be assigned by the State of Oregon to the Federal Government out of state highway revenues an amount sufficient to meet the annual instalment due on said proposed debt.

The issuance of project notes, protected by and with the proposed assignment of highway revenues is, in our opinion, of advantage to the Federal Government over General Obligation State Highway Bonds. The first state highway bonds were issued in this State in 1917, but never has either interest or principal of such debt been paid out of funds procured by a property tax. On the contrary principal and interest of such bonded debt have been paid out of state highway revenues procured from the sources herein designated. Therefore the proposed assignment of highway funds for the payment of the proposed loan will, if accepted by the Federal Government, make of the Federal Government a preferred creditor in so far as the current revenues constituting the state highway fund are concerned. Should said highway funds be pledged to the payment of said proposed debt, and should there in any year be insufficient funds in said highway fund to meet the payments due the Federal Government, and at the same time meet the payments due on bonded indebtedness, then holders of state highway bonds would be required to look to the tax levying power of the State for payment of the debt.

It has been disclosed in the application that the bridge projects proposed will take the place of ferry service now being provided at an annual expense of $125,000, which amount will in the next five years be increased to $175,000, or an even greater sum. It is therefore proposed to create a sinking fund out of these ferry charges to which will be added out of current revenues such an amount as may be necessary to equal the annual instalment due the Federal Government, thereby insuring prompt payment each year to the Federal Government of all annual debt instalments.

In addition the State will as further security execute to the Federal Government a long term lease or a trust deed covering the bridges and projects related thereto for the use of which bridges tolls could at any time be imposed to take care of any unpaid indebtedness.

A further answer to the State's offer to issue project notes and employ the lease method instead of the issuance of General State Highway Bonds which would be a general obligation of the State is the action taken by the Oregon Legislature of 1933, which action is evidenced by Senate Joint Resolution No. 7, which reads as follows:

> "That by this resolution the members of this senate and house of representatives recommend to the highway commission that where the entire cost thereof is to be paid from the state highway funds all construction, or proposed construction of new highways, and the major realignment of existing highways, except to close gaps in primary highways now under construction, be postponed and deferred during the years 1933 and 1934; provided, however, that this recommendation shall not serve to control the judgment of the commission in the expenditure of funds made available by the federal government for highway construction in the state of Oregon."

Coupled with the foregoing resolution is the mandate of the Legislature found in Chapter 399, General Laws of Oregon, 1933, (see page 21 State's application-Docket No. 982 for copy of law).

The foregoing statement of facts, we believe, will disclose that the State has offered to the Federal Government not only ample but more attractive security than would be afforded were general obligation bonds issued and delivered to the Federal Government.

Respectfully submitted,

J. M. Devers

J. M. DEVERS
Assistant Attorney General

JMD:PW

EXHIBIT "1"

STATE OF OREGON DEPARTMENT OF STATE
SALEM, OREGON

Statement Projecting the General Fund Deficit to December 31, 1934, based upon Estimated Revenue and Requirements for the Years 1933 and 1934

ASSETS:		
Cash on hand January 1, 1933		$ 154,998.40*
Cash Received from Certificates of Indebtedness issued in 1933 - World War Veterans' State Aid Commission	$ 150,000.00	
State Highway Commission	700,000.00	850,000.00
Estimated Revenue from all other sources for 1933		14,718,752.59
Estimated Revenue from all sources for 1934		15,839,388.20
Total Funds estimated to be received during the biennium of 1933-1934		$31,563,139.19
LIABILITIES:		
General Fund Deficit as of December 31, 1932, Gross		$ 4,079,009.41*
Funds borrowed - Contra of above		850,000.00
1933-1934 Appropriations		
Annual Continuing - estimated	$ 380,000.00	
Legislative Appropriation - Net	5,900,350.36	
Millage Tax Activities - estimated	3,915,004.40	10,195,354.76
Self-Sustaining Activity Requirements including Motor Fuels Tax Refunds		6,047,019.98
Motor Vehicle Transfers to June 30, 1933 only		394,519.36
Motor Fuels Tax Transfers to Highway Fund 1933-1934		10,709,297.73
Interest on Daily Balances to Trust Fund		60,920.18
Additional Liability to Self-Sustaining Activities representing excess of receipts over disbursements		100,131.00
Estimated Interest on bank loans, fund loans and endorsed warrants		178,595.00
Total Estimated Requirements to December 31, 1934		$32,614,847.42
Estimated Deficit December 31, 1934		$ 1,051,708.23

* Net Deficit at January 1, 1933	$ 3,924,011.01
Estimated Deficit December 31, 1934	1,051,708.23
Estimated Reduction in Deficit during 1933 and 1934	$ 2,872,302.78

EXHIBIT "2"

STATE OF OREGON DEPARTMENT OF STATE
SALEM, OREGON

Statement of Estimated Revenue and Requirements of the General Fund during the Years 1933 and 1934

Source of Revenue	1933	1934	Total
Cash on Hand January 1, 1933	$ 154,998.40	$	$ 154,998.40
Borrowed from World War Veterans' State Aid Commission	150,000.00		150,000.00
Borrowed from State Highway Dept.	700,000.00		700,000.00
Property Tax and/or Sales Tax	2,975,837.92	3,154,388.20	6,130,226.12
Revenue from Laws based upon or measured by income	1,600,000.00	1,800,000.00	3,400,000.00
Fees of Corporation Dept. - Gross	300,000.00	300,000.00	600,000.00
Fees of Inheritance Tax Department - Gross - New Law 1934	391,190.00	550,000.00	941,190.00
Fees of Insurance Department	750,000.00	750,000.00	1,500,000.00
All other General Revenue - Fees of State Dept., Care of Insane, etc.	399,391.96	360,000.00	759,391.96
Fees of Self-Sustaining Activities other than Motor Fuels Tax and Motor Vehicle License Fees	2,030,909.16	2,000,000.00	4,030,909.16
Motor Vehicle Registration Fees to June 30, 1933, only	197,042.93		* 197,042.93
Motor Fuels Tax - Gross - 5¢ after June 9, 1933	6,073,839.45	6,925,000.00	12,998,839.45
Office Rent - World War Veterans' State Aid Commission	252.00		252.00
Warrants Cancelled - Statute of Limitation	289.17		289.17
Total Estimated Revenue	$15,723,750.99	$15,839,388.20	$31,563,139.19

ESTIMATED REQUIREMENTS

	1933	1934	Total
Outstanding Warrants - Jan. 1, 1933	$ 85,280.10	$	$ 85,280.10
Payment of Bank Loans	1,024,000.00		1,024,000.00
Payment of Loan - World War Veterans' State Aid Commission	1,000,000.00		1,000,000.00
Payment of Loans - State Hwy. Com.	700,000.00		700,000.00
Accrued Interest on Loans to April 1, 1933	44,845.00		44,845.00
Interest on Daily Balance of Trust Funds	30,920.18	30,000.00	60,920.18
Expense Requirements:			
1929-1930 Appropriations	1,000.00		1,000.00
1931-1932 Appropriations	371,029.55	12,000.00	383,029.55

Annual and Continuing Appropriations Estimated	$ 190,000.00	$ 190,000.00	$ 380,000.00
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Less Diversion by H.B. 563 - 10% Tithing Fee	11,300.00	33,400.00	44,700.00
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Excess of Revenue over Requirements	**$ 1,262,486.70	$ 1,921,410.82	$ 658,924.12

* N. B. The 1933 Motor Vehicle Law was not analyzed as to revenue producing possibility because of limited time. In view of the fact that this money is collected for the use of the Highway Fund and for counties, it does not help the General Fund except during the period that the money is on deposit before transfer.

** N. B. Deficit.

ALSEA BAY BRIDGE. As of June 14, 1935.

Alsea Bay Bridge.:	Total Length Feet	Contract Cost.	Contractor	No.	Estimate of Time	PWA
	3000	685,040.00	Lindstrom & Feigenson.Parker & Banfield & T.H Banfield	1620	1-1-36	

The bridge at this point also effects a crossing at the mouth of the bay. The design comprises a central group of so-called "bow string" arches in concrete, flanked by deck arch and viaduct construction. The central span provides a horizontal clearance of 200 feet and a vertical clearance of 70 feet for water craft. As in the case of Yaquina Bay Bridge, the north approach springs from a high bluff, affording a magnificent view of the ocean and Alsea River Valley.

CONTRACT#1624,

NRM 168-D Portland-Milwaukie Sec., 1933
North Unit

1624

[redacted]

30—21768—6M—5-35

168 D E

ORE STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT
FOR SURVEYS ONLY

Date February 29 1936

Job name North [illegible]

Week from Feb. 23 to Feb. 29 1936

Mail address [illegible] Lodge.

Highway [illegible]

Telegraph or telephone address

County Multnomah Job Prefix 26-1111

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.: .

Wednesday :– Planted 16 trees.

Thursday :– Planted 34 trees, 6 shrubs, 4 vines.

Friday :– Planted 24 shrubs. Cleaned up and finished job.

NOTED

Signed J. F. [illegible]

Title Timekeeper

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	[illegible]	[illegible]
Monday	"	[illegible]
Tuesday	Rain	
Wednesday	Cloudy	Cloudy
Thursday	Rain	Rain
Friday	Cloudy	Pt. Cloudy
Saturday	"	Cloudy.

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

F. I. Young

FORM 8-B-1 1M 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

1682-E

January 8, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. G. Smith.

NOTED
State Highway Engineer

Dear Sir:

Parker-Schram Company completed the grading and paving contract of the North Unit, Portland-Milwaukie Section in the fall of 1934. In July, 1935, they completed the Swift Section contract, and in August, 1935, the Jefferson Street-Ash Street contract. On none of these jobs have they accepted their final estimate.

I took the matter up with Mr. Schram personally several months ago. He informed me that there were several items on these jobs on which he considered the settlement not entirely satisfactory, and wished to discuss the matter with yourself and Mr. Baldock before accepting the final estimate. I urged him to make an appointment with you immediately and get these things straightened out, so as to final these jobs out and complete our records. He promised to do so, but evidently has neglected it.

I am calling this matter to your attention so that you can take the matter up with him yourself when you next see him, if you think best. It seems to me that the sooner these differences are thrashed out while the details are fresh in our minds, the better and the more equitable settlement can be made.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

F. D. [illegible],
Assistant Division Engineer.

FDL:AA
cc R. H. Baldock
A. B. Dean
F. T. Young

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. USPW NRM 168-D (1935)

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
D. J. Caufield
Highway Engineer

Encls.

Iron

Hwy. 21534

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. NRM 168, Sec. D
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, six hundred three and 29/100 dollars ($5,603.29) as the share of the United States payable under said act on account of Section D of said project, which ~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 392+44.6 at the south city limits of Portland, and survey station 495+70, at the intersection of 17th and Schiller Streets, all in the city of Portland,

, length 1.922 miles, in Multnomah County, being Section D of Oregon U.S.Pub.Wks.Hwy. project No. NRM 168/(1935), consisting of 1.922 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~ known locally as the North Unit, Portland-Milwaukie section of the East Portland-Oregon City Highway, between official control points, Portland and Milwaukie.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of five thousand, six hundred three and 29/100 dollars ($5,603.29), certified to the Secretary of the Treasury as above mentioned, which [redacted]

[redacted] is [redacted] the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 88, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112a

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 10th day of September, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

8-5513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks. Hwy. Project No. NRM 168-D (1935) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $5,605.29 as the total estimated cost of said project, and the sum of $5,605.29 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 10th day of September one thousand nine hundred and thirty-five

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8-4539

168 D

JUNE 7, 1935.

Mr. Oscar Cutler,
Assistant Office Engineer,
Office.

Dear Sir:

I handed to you this morning four copies of the agreement between the Highway Commission of the City of Portland providing for the maintenance of the East Portland-Oregon City Highway landscaping project between the intersection - SE 17th Avenue and Schiller Street, to the south city limits of Portland, which landscaping work was done by be State Highway Commission as a Federal Aid Project being known as project NRM 168-D, 1935.

I have retained the original of this agreement pending the writing of the minutes. If you need it in the meantime, let me know.

Yours very truly,

Secretary.

RPG:AP

Gm & Cutler 8/20/38
4788

Glaisyer: 5-29-'35

Herewith maintenance agreement signed by the City authorities of Portland, covering the maintenance of the landscaping project on East Portland-Oregon City Hwy, for the section in the city of Portland.

These are ready for signature of the Highway Commission.

Critler

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._______

POST OFFICE BUILDING
PORTLAND, OREG.

June 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Project No. NRM 168-D (1935), North Unit of Portland-Milwaukie Sec., East Portland-Oregon City Highway, was made by a representative of this office on May 31, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By E. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

June 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Project No. NRM 168-D (1935), North Unit of Portland-Milwaukie Sec., East Portland-Oregon City Highway, was made by a representative of this office on May 31, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
E. J. Caufield
Highway Engineer

Construction
Projects
C.R. to
Bid Tab

May 10, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 9, 1935 in which inquiry is made concerning discrepancies in the project agreement estimates and bid tabulations for Projects Nos. NRH 168-D (1935) and NRH 168-F (1935) for landscaping work on the East Portland-Oregon City Highway.

The item number 11 on the bid tabulations should have correctly been marked with a double asterisk.

No bids were submitted on item number 17 (sorbaria aitchisoni) that of Doety and Doerner being for sorbaria sorbifolia and the bid was rejected due to not being for the item specified. Subsequent inquiry of the several companies submitting bids developed that none could furnish the specified item but that sorbaria sorbifolia was available which is similar and capable of substitution for the specified item. Accordingly, bids were called for sorbaria sorbifolia. This explanation was inadvertently overlooked when submitting the project agreement papers.

The error of $1.10 in the project agreement estimate for each project is due to our extending the item number 1 (acer circinatum) at $0.40 instead of $0.45. If you wish to do so it will be agreeable with us to use the present agreement estimate amounts for each of the projects.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 9, 1935

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the estimates recently submitted for preparation of the project agreement for Oregon U.S.Public Works projects NRM 168-D (1935) and NRH 168-F (1935), landscaping on the East Portland-Oregon City Highway.

We notice that the bid of Russellville Nurseries, Inc., for item 11, quercus rubra, is marked on the bid tabulation with a single asterisk. Since the bid is lower than the one on which the award was made, it occurs to us that it was your intention to use a double asterisk to indicate that the stock on which bid was submitted was not as specified. Will you please advise us concerning this.

The plans call for sorbaria aitchisoni, and the bid tabulation shows that no bids were received for that item (No. 17). Your purchase order, No. 15907, is for sorbaria sorbifolia. Will you please give us further details concerning the substitution.

Attached is a tabulation showing the quantities of each kind of plant and the costs as we have computed them. The total cost for each section is $1.10 greater than the corresponding amounts you show on your estimates. Will you please advise us wherein our figures differ from yours.

In this connection we should prefer that on future estimates for landscaping work you show the quantities, unit prices and extensions for the various plants the same as bid items on detail estimates for construction work.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

Item No.	Name	Section D Quantity	Section D Cost	Section F Quantity	Section F Cost
1.	Acer circinatum	22	$9.90	22	$9.90
2.	Acer saccharum	181	226.25	--	--
3.	Chamaecyparis Lawsoniana	--	--	4	6.00
4.	Cornus nuttalli	16	7.20	--	--
5.	Malus ioensis plena	12	4.68	--	--
6.	Pseudotsuga douglasi	--	--	8	16.00
7.	Salix vitellina	17	12.75	--	--
8.	Sequoia gigantea (6'-7')	--	--	58	307.00
9.	Sequoia gigantea (5'-6')	--	--	67	264.50
10.	Sorbus aucuparia	--	--	8	4.40
11.	Quercus rubra	179	223.75	10	12.50
12.	Caragana arborescens	21	15.75	3	2.25
13.	Cotoneaster francheti	10	5.00	4	2.00
14.	Cotoneaster horizontalis	55	24.75	56	25.20
15.	Forsythia intermedia spectabilis	16	4.80	5	1.50
16.	Sambucus canadensis	13	10.40	13	10.40
17.	Sorbaria sorbifolia	41	16.40	9	3.60
18.	Spiraea douglasi	15	4.50	--	--
19.	Syringa vulgaris	24	12.00	--	--
20.	Ampelopsis quinquefolia englemanni	8	3.20	--	--
21.	Euonymus radicans vegetus	16	8.00	--	--
22.	Hypericum calycinum	--	--	430	64.50
23	Lonicera japonica halliana	106	26.50	145	36.25
24.	Pachysandra terminalis	260	39.00	--	--
	Totals	1,012	6 54.83	842	766.00

Item No.	Name	Section D Quantity	Section D Cost	Section F Quantity	Section F Cost
1.	Acer circinatum	22	$9.90	22	$9.90
2.	Acer saccharum	181	226.25	--	--
3.	Chamaecyparis Lawsoniana	--	--	4	6.00
4.	Cornus nuttalli	16	7.20	--	--
5.	Malus ioensis plena	12	4.68	--	--
6.	Pseudotsuga douglasi	--	--	8	16.00
7.	Salix vitellina	17	12.75	--	--
8.	Sequoia gigantea (6'-7')	--	--	58	307.00
9.	Sequoia gigantea (5'-6')	--	--	67	264.50
10.	Sorbus aucuparia	--	--	8	4.40
11.	Quercus rubra	179	223.75	10	12.50
12.	Caragana arborescens	21	15.75	3	2.25
13.	Cotoneaster francheti	10	5.00	4	2.00
14.	Cotoneaster horizontalis	55	24.75	56	25.20
15.	Forsythia intermedia spectabilis	16	4.80	5	1.50
16.	Sambucus canadensis	13	10.40	13	10.40
17.	Sorbaria sorbifolia	41	16.40	9	3.60
18.	Spiraea douglasi	15	4.50	--	--
19.	Syringa vulgaris	24	12.00	--	--
20.	Ampelopsis quinquefolia englemanni	8	3.20	--	--
21.	Euonymus radicans vegetus	16	8.00	--	--
22.	Hypericum calycinum	--	--	430	64.50
23	Lonicera japonica halliana	106	26.50	145	36.25
24.	Pachysandra terminalis	260	39.00	--	--
	Totals	1,012	6 54.83	842	766.00

FORM 9-A-1 16619 15M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Federal

26 PP

Box 4651, Portland, Oregon.
May 6, 1935.

Mr. Wm. E. Chandler,
Division Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Will you please ask Mr. Jack Nash to send me the project agreement estimates on the North and South units of the Portland-Milwaukie section Roadside Improvement work as soon as possible.

I have a copy of the preliminary estimates for each of these jobs, and have been using them as a basis for my figuring. However, the work is nearing completion, and I would like to have something a little more substantial from which to work. Although I have a pretty good idea of the amount of the estimate, I would like to know in dollars and cents, just how much I have to go on.

Sincerely yours,

David E. Thompson
David E. Thompson,
Resident Engineer.

[illegible]

[illegible]

Federal

May 6, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the landscaping of the North Unit, Portland-Milwaukie Section, Project No. NRM 168-D (1935).

In connection with the purchase of the trees and shrubs for this project and also for Project No. NRH 168-E (1935), prices for those items on which no quotations were submitted when bids were opened at the meeting of the State Highway Commission on February 28th, were subsequently received by the State Purchasing Department and we are, accordingly, enclosing herewith three copies of the purchase orders for those materials. The award was made in each case to the low bidder but on account of the loss of the Purchasing Department records in the recent fire, we are unable to furnish the names or quotations of any except the low bidder.

Bids for crushed rock for footpaths were, likewise, received by the State Purchasing Department and award was made to the low bidder but for the same reasons as those concerning the bids received for trees and shrubs we are unable to submit a tabulation of the bids received. We are enclosing three copies of the purchase order for the crushed rock.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department | U. S. Public Works Project No. NRM 168-B (1935)

NORTH DRIVE, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on estimated costs of State force construction)

Salem, Oregon, May 3, 1935

Materials		
Plants, - Trees, Shrubs, and Vines as per planting plans and plant order list with specifications	$ 653.73	
Fertilizer, - Sheep Guano or equivalent, 8 Tons at $13.50	108.00	
Peat Moss, finely ground 90 Bales at $1.75	157.50	
1½" - 0" Cr. Gravel for Footpaths 380 Cu. Yds. at $1.42	539.60	
½" - 0" Cr. Gravel for Footpahts 220 Cu. Yds. at $1.63	358.60	
		$1,817.43
Equipment		
Truck Rentals, 1 Truck at $6.00 per day - 40 days		240.00
Labor		
Grading and Leveling Work, 1.9 miles at $600.00	$1,140.00	
Planting Trees, Shrubs and Vines,		
427 Trees at $1.00	427.00	
195 Shrubs at $0.50	92.50	
390 Vines at $0.30	117.00	
Spreading and Compacting Gravel for Footpaths 600 Cu. Yds. at $0.30	180.00	
Equipment Operation, 1 Truck Driver at $4.00 per day - 40 days	160.00	

Supervision,

1 Superintendent at $140.00 per mo. - 40 days	$186.66
1 Nursery Foreman at $125.00 " " - 40 "	166.66
1 Planting Foreman at $100.00" " - 40 "	133.33
1 Grading Foreman at $100.00 " " - 40 "	133.33
1 Layout Foreman at $100.00 " " - 40 "	133.33
1 Timekeeper at $125.00 " " - 40 "	166.66
	$3,036.47
Sub-total	$5,093.90
10% Engr. & Cont.	509.39
Total	$5,603.29

Length of Roadway (Sta. 493+70 to Sta. 392+44.6) 1.894 miles

Cost per mile $2,958.44

ECW Funds Requested- $5,603.29

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1929; Chap. 88, laws 1931

State Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

Form 39—14450—4M—4-34

MAY 6 - 193

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT FOR SURVEYS ONLY

Date May 4, 1935, 193

Job name North Unit, Portland-Milwaukie Section. Roadside Improvement.

Week from April 27 *to* May 4

Mail address Box 4651, Portland, Ore.

Highway East Portland - Oregon City

Telegraph or telephone address

County Multnomah *Job Prefix* 26 PP

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday, April 29 -- Started Clackamas County sidewalk subgrade this morning. Found that the base gravel on the North unit looked light. Went to Ross Island to run check test. Bramblett sent a truck back while I was there. Test showed 3.4% of 1"-1½", and 10% of ¾" - 1" told them that this was too light and that they would have to add more heavy material if they wanted us to use it. Returned to office to find phone call from Mr. Eason- wanted to know what the sand on the shoulders was for, and told him it was to fill in the holes made in the subgrade by the trucks. He told me to keep the cost of this separate.

Tuesday, April 30 -- Phoned Mr. Boardman re. water truck needed for watering redwoods. He said to contact keyser of City Park Bureau and get city flusher. Bramblett took truck and men to Bonneville to get native plants. Completed hauling base gravel on North unit this morning. Newell phoned in and didn't like the fact that we turned down some of his gravel the day before. Saw Mr. Beakey re. signs that are in the sidewalks. He will move all but those at the city limits, we will run the walks around them there. Mr. Keyser can get a city truck for us if we can pay for the gas. Went to the Poliece to get them to move signs in the sidewalks at Umatilla Ave. Stoddard of the U.S.B.P.R. was in the office late in the afternoon to check over and make the monthly inspection of the job.

Wednesday, May 1 -- Made arrangements at the City shops to get a water truck tomorrow if I get a final O.K. from Mr. Boardman, Saw Mr. David on the job and asked him about oiling the sidewalks. He thought it

Signed David E. Thompson

Title Resident Engineer.

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday		
Monday	Clear	Rain
Tuesday	"	Part Cloudy
Wednesday	"	Clear
Thursday	"	"
Friday	"	"n
Saturday	"	

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

Should be done but would not commit himself about the Bureau paying for it. Saw Stoll at Oregon City re. SERA maintenence setup to save us labor costs on this summer's Maintenence. He will know Friday Morning. Asked him to look up a man to replace Roberts at the nursery. He is not proving satisfactory Saw Mr. Boardman and went over Maintenence Projects with him. He told me to get onto that SERA project and bring the results to him in Salem on Friday.

Thursday, May 2 -- Started Water truck today. Borrowed 200' of garden hose from the city park Dept. Hauling of top gravel is complete except for spotting. Went to Commission meeting looking for Mr. Chandler. Saw him on the way back to the office. Suggested oiling sidewalks. He suggested trying some binder material. I tried this but it didn't work after the top had been put on. Went to Columbia Blvd and Penninsular Ave. to look up a property owner for Mr. Boardman.

Friday, May 3 -- Phoned Nussbaummer of the City Park Dept and found that they would not know about their maint. proj. until next Thurs. Mr. Stoll's has passed the county and they will know in 10 days whether it is finally OK. Took this information to Mr. Boardman. Went to shops re. water truck for maint. Suggested 2- 500 gal units. Spoke to Mr. Chandler re.sidewalks.

Saturday. May 4 -- Office work and Reports.

#1624

1685

April 19, 1935

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

On February 20th we advised you that final payment would be made to Parker-Schram Company on contract No. 1624, North Unit, Portland-Milwaukie Section of the East Portland-Milwaukie Highway in Multnomah and Clackamas Counties, on or after March 8, 1935.

We advised that the total amount paid the contractors in connection with this contract would be $165,378.74, including the final payment. Since that time an adjustment has been made and the total amount which will now be paid will be $165,651.74. Of this amount $869.27 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 39—14450—4M—4-34

ORE[illegible]N STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT FOR SURVEYS ONLY

Date March 30, 1935 , 193

Job name North Unit- Portland-Milwaukie Section, Roadside Improvement

Week from March 23 to March 30

Mail address Box 4651, Portland, Ore.

Highway East Portland-Oregon City

Telegraph or telephone address

County Multnomah Job Prefix 26 PP

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday, March 25 -- Office and field work in the morning, went to Oregon City in the afternoon for further check on plant materials to be removed to allow for new fill slopes on new pavement section. Worked up an estimate, and found that there will be just enough money left to complete the work in the fall. Saw Mr. Munk of the City of Portland nuisance div. to see if we could get some cooperation from the city or ~~y~~ the owner in cleaning up the dump at Johnson creek. He will look up and contact the owner and let me know the results.

Tuesday, March 26 — Telephone call from Mr. Chandler regarding Mr~~s~~ Clayton C. Moore, saying that Mr. Moore's store entrance was being blocked by our planting. Saw Mr. Moore, and settled the matter with him, and wrote Mr. Chandler the results. Started 11 men on Portland Section this morning- pretty motley looking bunch of men. Went to N.R.S. in Portland in the afternoon to see if I could get any better grade of men- ordered out 10 more.

Wednesday, March 27 -- Phoned Mr. Booth in Salem, and will go out over that job with him this afternoon. Strohmeyer called and asked me to go over the upper Columbia with him today- will go over it with him the first of next week. In Salem, Mr. Eason asked me to get samples of crushed rock from the Ross Island Sand and Gravel Co., On some material that they proposed to furnish. Went over the Salem-Illahee School Section with Mr. Booth, line looks good, and fits the ground quite well. The heavy cuts and fills cannot be gotten away from and still carry this type of high speed road. Some of the cut and fill slopes might be flattened

Signed David E. Thompson

Title Resident Engineer.

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday		
Monday	Cloudy	Cloudy
Tuesday	"	"
Wednesday	Clear	Clear
Thursday	Cloudy	Cloudy
Friday	Clear	Clear
Saturday	"	Cloudy

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage [illegible]tion to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

Thursday, March 28-- Statted men pulling plants on the Oregon-City Milwaukie Section sec. at noon today. Called Mr. Gillette to find out about Peat Moss awards- found that Balfour-Guthrie Co. and Portland Seed Co. tied for the bid; he asked me to inspect the material and phone him tomorrow. Learned from him that the Acer circinatum(Vine Maple) was awarded to Villa Nurseries on collected or woods grown stock. This is not as good as Nursery grown stock, Will Stop Vill Nurs. from digging, and get in touch with Mr. Chandler, and see if award cannot be changed.

Friday, March 29 -- Bramblett and I inspected peat moss in the morning, and decided that Portland Seed Co's. material suited our needs best, and phoned Gillette our decision. On the job, I found that a man working filling in his front yard at Umatilla St. had let a truck break off a tree that we had just planted on our R/W. I told him that I would buy another and that he could pay me for it. Went to Fairview this afternoon to look at McGill's trees. They are fine. He will let us have about 500 instead of 200.

Saturday, March 30 -- Went to VillaaNursery to stop digging of Vine Maple collected stock. Phoned Mr. Ross to say that I didn't want the collected material and suggested award to Portland Whsle. next bid up to grade. Told him about McGill's offer of 500 instead of 200 trees.

FORM S-A-1 12959 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

PR 16[illegible]-D

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Portland, Oregon
Box 4651
March 4, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

The following are my recommendations of awards for the bids received on February 28, 1935, for the furnishing of nursery stock to be planted on the Portland-Milwaukie Section of the East Portland-Oregon City Highway, together with my reasons therefor.

Item No.	Quantity	Firm	Reason
1.			No bid
2. (Tie	100	A. McGill & Son	A. McGill awarded 100
2. Bid)	31	Portland Rose Nursery Co.	Full quantity of bid - better stock
3.	4	Doty & Doerner	Low bid
4.	16	Doty & Doerner	Low bid
5.	12	A. McGill & Son	Low bid
6.	-	-	No bid
7.	17	Doty & Doerner	Low bid
8.	20	Russellville Nursery Co.	Low bid
8. (Tie	30	Doty & Doerner	Doty & Doerner awarded 30 of remaining 38 because of quality of stock
8. Bid)	8	Portland Rose Nursery Co.	
9.	40	Russellville Nursery Co.	Low bid
9.	27	Doty & Doerner	Awarded 27 remaining over Portland Rose's Tie bid on quality of stock
10.	8	Portland Rose Nursery Co.	Low bid
11.	200	Doty & Doerner	Low bid on grade nearest to one called for. Plants acceptable
12.	24	Doty & Doerner	Low bid
13.	7	Doty & Doerner	Tie bid
13.	7	Portland Rose Nursery Co.	Stock equal

Item No.	Quantity	Firm	Reason
14.	55	Doty & Doerner	Tie bid
14.	56	Portland Rose Nursery Co.	Stock equal
15.	21	Doty & Doerner	Low bid
16.	26	Doty & Doerner	Low bid
17.	50	Doty & Doerner	Low bid
18.	15	Doty & Doerner	Low bid
19.	24	Doty & Doerner	Low bid
20.	8	Russellville Nursery Co.	Low bid
21.	16	Russellville Nursery Co.	Low bid
22.	430	Doty & Doerner	Award to Doty & Doerner over cheaper bid by Russellville Nursery Co. - Russellville Nursery Co. bid on Divisions - not on 2 Yr. #1 plants - 2 yr. #1 called for.
23.	251	Doty & Doerner	Low bid
24.	260	Portland Rose Nursery Co.	Low bid

Sincerely yours,

David E. Thompson

David E. Thompson,
Resident Engineer.

DET:ER

For

#1624

February 28, 1935

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1624 for the construction of the North Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Multnomah and Clackamas Counties has been completed by the contractors, Parker-Schram Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 2, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $163,378.74 including the final payment. Of this amount $869.27 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1624

February 28, 1935

132B

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1624 for the construction of the North Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Multnomah and Clackamas Counties has been completed by the contractors, Parker-Schram Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 2, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $163,378.74 including the final payment. Of this amount $869.27 was for force account work.

Very truly yours,

[illegible]

Secretary.

Dict. by J. McFarland.

Federal

February 26, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans for landscaping work on the North Unit, Portland-Milwaukie Section, Project No. NRM 168-D (1935).

Five sets of specifications for constructing footpaths and five blueprint copies of sheet number 2 of the plans are being sent under separate cover.

These papers have been revised to include the construction of gravel footpaths.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 168-D (1935)

NORTH UNIT, PORTLAND-MILWAUKIE SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN

MULTNOMAH COUNTY

[illegible] basis for project agreement [illegible]

(~~Estimate to accompany landscaping plans and specifications. Not as basis for project agreement.~~)

[illegible] May

Salem, Oregon, February ~~23~~, 1935

Materials

Plants, - Trees, Shrubs, and Vines as per planting plans and plant order list with specifications	653.73 $ 676.00	
Fertilizer, - Sheep Guano or equivalent, 8 Tons at $13.50	108.00	
Peat Moss, finely ground 90 Bales at $1.75	157.50	
1½" - 0" Cr. Gravel for Footpaths 380 cu. yds. at ~~$1.50~~ 1.42	~~570.00~~ 539.60	
½" - 0" Cr. Gravel for Footpaths 220 cu. yds. at ~~$1.80~~ 1.63	~~396.00~~ 358.60	
		1817.43 ~~$1,907.50~~

Equipment

Truck Rentals, 1 Truck at $6.00 per day - 40 days		240.00

Labor

Grading and Leveling Work, 1.9 miles at $600.00	$1,140.00	
Planting Trees, Shrubs and Vines,		
427 Trees at $1.00	427.00	
195 Shrubs at $0.50	92.50	
390 Vines at $0.30	117.00	
Spreading and Compacting Gravel for Footpaths 600 cu. yds. at $0.30	180.00	
Equipment Operation, 1 Truck Driver at $4.00 per day - 40 days	160.00	

Supervision,

1 Superintendent at $140.00 per mo.	-	40	days	$186.66	
1 Nursery Foreman at $125.00 "	"	- 40	"	166.66	
1 Planting Foreman at $100.00"	"	- 40	"	133.33	
1 Grading Foreman at $100.00 "	"	- 40	"	133.33	
1 Layout Foreman at $100.00 "	"	- 40	"	133.33	
1 Timekeeper at $125.00 "	"	- 40	"	166.66	
					$3,036.47

Sub-total	~~$5,183.97~~	5093.90
10% Engr. & Cont.	~~518.39~~	509.39
Total	~~$5,702.36~~	5603.29

Length of Roadway (Sta. 493+70 to Sta. 392+44.6) 1.894 miles

Cost per mile ~~$3,010.74~~ 2958.44

5603.29

NRM Funds Requested- ~~$5,702.36~~

State Funds for construction: Chap 175, Laws 1927; Chap 31 Laws 1930; Chap 88 Laws 1931

State Funds for Maint: Chap [illegible] Laws 1927; Chap 88 Laws 1931

1678

February 13, 1936

Mr. C. J. Stocklen
812 Failing Building
Portland, Oregon

Dear Sir:

With reference to your letter of February 11, I have submitted the matter to our Attorney, Mr. J. M. Devers, who will reply to you.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. J. M. Devers

Mr. Devers:

Please consult Mr. Smith.

W. M. DAVIS
PAUL R. HARRIS

C. W. ROBISON

ATWATER 0841

DAVIS & HARRIS
ATTORNEYS AT LAW
812 FAILING BUILDING
PORTLAND, OREGON

February 11, 1935.

State Highway Commission
Salem, Oregon

Gentlemen:

It is my understanding that in the construction of the super highway between Portland and Oregon City, particularly that part between Reedway Avenue and Bybee Avenue on the west side of the S. P. Ry. Co. tracks, you were given permission by the S. P. Co. to throw the dirt removed in the construction of this highway upon their property.

Since I represent the lessee of this strip of property, I will be pleased if you will either confirm or disafirm my understanding. Also, will you please inform me whether any condemnation proceedings were brought which allowed you to perform such an act.

Yours very sincerely,

C. J. Stocklen
C. J. STOCKLEN

CJS:E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Highway Project No. NRM 168-D (1935), the North Unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority to advertise for bids for all materials to be used in the work, the construction and planting to be done with State forces.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

#1624

1680

December 31, 1934

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Parker-Schram Company on Contract No. 1624 for the construction of the North Unit, Portland-Milwaukie Section of the East Portland-Oregon City Highway in Multnomah and Clackamas Counties. This payment will be made on or after January 10, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dict. by J. McFarland.

168-d

December 26, 1934

Parker-Schram Company
515 Couch Building
Portland, Oregon

Gentlemen:

Herewith, for your records and files, is an executed copy of the agreement between yourselves and the State Highway Commission providing for alteration of the original plans and specifications in connection with the contract for the construction of the North Unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway, Contract No. 1624, in so far as it concerns the matter of construction of base shoulders.

Yours very truly,
STATE HIGHWAY COMMISSION

By

[illegible] Secretary

HBG:MC
encl.

FORM 5-A-1 10810 1M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

1688

December 24, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. F. D. Eason,
Assistant Division Engr.,
Salem, Ore.

Dear Sir:

In regard to the Force Account bills of the Parker-Schramm Company for moving back to the curve at the South end of the project, it is my rememberance that Parker-Schramm started work at the south end of this curve and paved as far as Bybee Avenue. They were not instructed to start at the south end of this curve but did so for their own convenience and expected to move back to finish the curve. They were of course delayed for some time in moving back, but it is not clear why this delay should cause us to assume obligations for the move.

Please give further explanation for this bill.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓
W.E.Chandler

Form 338—5M—8-34

GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 15, 1934

Section Milwaukie - Portland , North Unit

Kind of work Grading and Paving

Highway East Portland - Oregon City

Section prefix 26 PJ

Contractor Parker - Schram

Contract number 1624 16 End

Date of contract April 17, 1934

Date of completion Dec. 15, 1934

Date work started April 20, 1934

Estimated date of completion Nov. 15, 1934

Amount of contract $162,366.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $164,175.31

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $7167.71, %

Date project was completed Nov. 15, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final estimate and Profile should be in Salem office the first part of next week.

DEC 1 1934

RECEIVED
DEC 1 [illegible] 1934
OFFICE OF

Signed F. T. Young

Address Oregon City

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

December 11, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U. S. Public Works Project NRM 168-D and NRH 168-E ______, was made by a representative of this office on November 26, 1934. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

#1623

November 9, 1934

1628

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1623 for the construction of a bridge over Johnson Creek near Milwaukie on the East Portland-Oregon City Highway in Multnomah County has been completed by the contractor, Joseph H. Anderson, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 19th, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $9,996.24 including the final payment. Of this amount $5.33 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1627

168D

October 24, 1934

Settergren Brothers,
5627 N. E. 29th Ave.,
Portland, Oregon.

Dear Sirs:

Please be advised that the time limit on your contract No. 1627 - Bybee Overcrossing on the East Portland-Oregon City Highway in Multnomah County, expired on September 15, 1934.

According to our records this contract was not completed until October 3, 1934. Before final payment can be made it will be necessary to have your application for an extension of time up to and including the actual date of completion accompanied by the written consent of your surety on the bond furnished in connection with the contract. Please furnish us with the application at your early convenience.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to Bridge Dept.

#1627

October 23, 1934

Mr. H. B. Glaisyer
Office

Dear Sir:

Settergren Brothers completed all work on the Bybee Boulevard Undercrossing, Contract No. 1627, NRM 168-D, on October 30, 1934. X

Will you please secure authority for us to pay the final estimate on this job?

Very truly yours

C. B. McCullough
Bridge Engineer

By WAReeves
W. A. Reeves
Office Engineer

RR ID

Approved by Commission
Dec 31, 1934

HBG

#1623

October 23, 1934

Mr. H. B. Glaisyer
Office

Dear Sir:

Mr. J. H. Anderson completed all work on the Johnson Creek Bridge, Contract No. 1623, NRM 168-D on September 21, 1934.

Will you please secure authority for us to pay the final estimate on this job?

Very truly yours

C. B. McCullough
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

RR LD

Approved by commission November 1, 1934
HBG

FORM S-A-1 13748 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 16, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. C. B. McCullough,
Bridge Engineer,
OFFICE.

Dear Sir:

With reference to the damage to Johnson Creek bridge and Bybee Boulevard Over-crossing by Parker & Schrum, will advise that this matter was taken up with the contractor by Mr. Chandler. The contractor acknowledged such damage existed and stated that he would take care of all damage done to the satisfaction of your Department.

It is recommended that no deduction be made from the final estimate. Will you please have your engineer keep in touch with this repair work and advise whether it meets with your approval.

Very truly yours,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
OG

CC to
R. H. Baldock

NOTED
State Highway Engineer

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COPY

11-5-19

OREGON STATE HIGHWAY COMMISSION

SALEM

October 9, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

Attached is a copy of letter to Mr. C. B. McCullough from Mr. J. T. Skelton, Resident Bridge Engineer, which is self explanatory.

I am very much surprised that such extreme carelessness on th part of a contractor would be permitted on one of our projects. We realize that at times some unfortunate accidents might occur, causing damage to State property, but in this case it is apparently due to the carlessness of employees of the contractor. Things of this nature should be carefully watched by the resident engineer to the end that the State property is protected in the same manner as his other personal property.

Please make an investigation of this matter and report your findings to t is office.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock ✓
F. D. Eason
F. T. Young

COPY

October 2, 1934

Mr. H. G. Smith,

I am enclosing herewith a communication received over the signature of Mr. J. T. Skelton under date of September 29th.

It would appear to me that in view of the circumstances recited that $250.00 be retained from the final estimate of the paving contractor on the north limit of the East Portland-Milwaukee Highway.

As soon as this job is completed, we will send one of our crews in to repair the damage done at which time we will furnish you an itemized bill.

(Signed)

C. B. MCCULLOUGH

CBM:AP
Attached

COPY

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

Salem, Ore.

P. O. Box 4651
Sellwood Station
Portland, Oregon
September.29,1934

Mr. C. B. McCullough
Bridge Engineer OSHC.COPY
Salem, Ore.

Dear Sir:

Extreme carelessness together with a wanton disregard of property rights has been exhibited by the pavement contractor (North Unit of East Portland-Milwaukee Super Highway) or his personnel.

The concrete surfaces of the Johnson Creek Bridge have been badly damaged. The felloe guards have been scraped and large pieces of concrete broken out of the sidewalk surfaces. Some of these breaks extend back several inches from the face of the fellow guard. The worst of this damage has been done after the contractor was cautioned by myself to protect these surfaces following previous injuries to the felloe guard. Two precasts were damaged by the contractor's forces in removing his water pipe line. Concrete was spilled on the bridge deck surface during his mixing operations and permitted to adhere.

At Bybee Blvd. O'xing one of the concrete brackets was apparently hit by the skip of the paving mixer and cracked which resulted in a larger corner of the bracket dropping off. Columns on the bridge have been scraped with some heavy piece of equipment.

At Crystal Springs two end posts have apparently been damaged. It would seem in order for the state to retain a sufficient amount of money from this contractor's estimates to take care of damages sustained, together with some action to protect themselves in the future from this carelessness.

Yours very truly,

J. T. Skelton (signed)

FORM S-A-1 13748 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 29,1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. L. J. Apperson,
City Engineer,
Portland, Ore.

Dear Sir:

Your letter requesting concrete slab on Bybee Blvd., has been investigated. We do not consider that to be a practical construction or to justify the expense involved. There will be without doubt some settlement at these bridge ends which will require a few tons of asphaltic concrete to patch out, but a concrete slab would also be broken up after the settlement takes place and be much harder to repair.

We have never used that type of construction on any of our other bridges and do not feel justified in using it in this instance.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

168F

September 5, 1934

Mr. Normal Kuykendall
Attorney at Law
Pacific Building
Portland, Oregon

Dear Sir:

In response to your request of September 4, I am pleased to inform you that the contract for the construction of the Bybee Avenue structure on the East Portland-Oregon City Highway within the city limits of Portland was awarded by the State Highway Commission to Settergren Bros., 5627 North East 26th Avenue, Portland.

This contract was awarded on April 26, 1934 and the date of completion specified in the contract is September 15, 1934. The amount of the contract is $21,582.10, which is also the amount of the bond. The bond was written by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Building, Portland, are agents.

Very truly yours

Secretary

HBG:jn

LAW OFFICES
JOHN P. WINTER
NORMAL KUYKENDALL
508 PACIFIC BUILDING
PORTLAND, OREGON

September 4, 1934.

State Highway Department,
Salem, Oregon.

Gentlemen:-

I wish you would firnish me with the name and address of the contractor who is building the bridge over Bybee Ave, this City, on the super-highway being constructed between Milwaukie and Portland, Oregon.

Would also appreciate it if you would furnish the name of the bonding company, who issued bond on this job.

Yours truly,

Normal Kuykendall

168D

PRA

September 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Engineer
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of August 20th, we are today sending, under separate cover, five revised bid proposals each for the Dybee Undercrossing Structure 168D and for roadwork on the North Unit, Portland-Milwaukie Section. 168D The special provisions inserted in these proposals correspond to those in the copies of the contracts submitted to you previously.

We are, likewise, sending three copies of Certificate of Compliance signed by Joseph H. Anderson in connection with his contract for constructing the Johnson Creek Bridge. 168D

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 20, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to U. S. Public Works projects NRM 168-D and NRH 168-E.

On June 28th we asked you to send us complete revised copies of specifications for these projects in all cases where the approved copies were not identical with the contracts. On July 19th you advised us that all were correct except those for the Johnson Creek bridge.

In checking the contracts recently submitted, we find that there are several discrepancies between the approved special provisions in the proposals as returned to you and the contracts as executed. It will be necessary, before we can recommend the contracts for approval, that you send us complete revised copies of all the proposals.

We will recommend approval of the contract for the Johnson Creek bridge, No. 1623, after receiving copies of proposal as mentioned above, if you will send us copies of the certificate of compliance as signed by Joseph H. Anderson.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Stencil No. 124

168-E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRH 168-E ~~& NRM 168-D~~

POST OFFICE BUILDING
PORTLAND, OREG.

August 17, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered Federal-aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L.J.Caufield
Highway Engineer

Encls.

Jon

Hwy 21535

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRH 165, Sec. B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of June, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," ~~[illegible]~~ and ~~[illegible]~~ of the ~~[illegible]~~," and by Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes"; and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933;

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 30th day of January 1934 ~~[illegible]~~; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, one hundred eleven and 14/100 dollars ($4,111.14) as the share of the United States payable under said act on account of said project, which ~~[illegible]~~ is ~~[illegible]~~ the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count...... of ......
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ......
(State how placed under direct control of Highway Department.)

*(c) By the count...... of ......
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) ......

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 389+65 near the intersection of S.E. 25th Avenue and Clackamas Avenue, in the N 1/2 of Sec. 25, T 1 S, R 1 E, W. M, and survey station 392+44.6 at the south city limits of Portland and on the section line between Secs. 24 and 25, T 1 S, R 1 E, W. M terminal points, a distance of 0.053 miles, known locally as the East Portland-Milwaukie section of the East Portland-Oregon City Highway, between official control points Portland and Milwaukie., in Clackamas County, being Section E of Oregon U. S. Public Works project No. NRH 168 , consisting of 0.053 of a mile of roadway and no bridges of more than 20 ft. clear span.

CHARACTER AND METHOD OF CONSTRUCTION.

~~ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:~~

STRICKEN OUT

---

* Strike out if not appropriate.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2 of said project shall not in any event exceed the sum of four thousand, one hundred eleven and 14/100 dollars ($4,111.14), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

~~[illegible]~~

xxxxxxx is xxx the approved total estimated cost of Section 2 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible] made by the United States on account of said project exceed [illegible] payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 175, Laws of 1917, Chap. 31, Laws of 1920 and Chap. 248, Laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture.~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

P St J Wilson
Acting Chief, Bureau of Public Roads

Form PR. 3 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRH 166-B** State of **Oregon.**

Second. That in accordance with said provisions I have approved the sum of $ **4,111.14** as the total estimated cost of said project, and the sum of $ **4,111.14** as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ **is** said total estimated cost.

Done at the city of Washington, this 7th day of August one thousand nine hundred and thirty four.

Secretary of Agriculture
~~*Secretary of Agriculture*~~

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

By
Acting Chief, Bureau of Public Roads

168-D

Hwy 21534

Form P. R. 2

State Oregon

U. S. Public Works Project No. NRM 165, Sec. D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Jem

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1934 by and between **the Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," ~~[illegible]~~ **and** ~~[illegible]~~ **of the** ~~[illegible]~~ Act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes"; **and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933;**

Whereas the Highway Department of said State submitted on the **4th** day of **December**, 19**33**, a **revised** project statement, which was approved by the Secretary on the **31st** day of **January**, 19**34**, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the **30th** day of **January** 19**34**, ~~[illegible]~~; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of **two hundred twenty two thousand, six hundred thirty four and 16/100** dollars ($**222,634.16**) as the share of the United States payable under said act on account of said project, which ~~[illegible]~~ **is** ~~[illegible]~~ the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **under provisions of the National Industrial Recovery Act.** (Include amount, date, and citation of act of legislature by which authorized.)

*(b) By the count........ of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by .... (State how placed under direct control of Highway Department.)

*(c) By the count........ of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(d) ....

ROAD EMBRACED IN PROJECT.

ARTICLE II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between **survey station 392+44.6 at the south city limits of Portland, and survey station 493+70 at the intersection of 17th and Schiller Streets in the City of Portland,** .... terminal points, a distance of **1.922** miles, known locally as **the East Portland-Milwaukie section of the East Portland-Oregon City Highway between official control points Portland and Milwaukie in Multnomah County, being Sec. D of Oregon U. S. Public Works project No. NRM 168, consisting of 1.913 miles of roadway and 2 bridges, each of more than 20 ft. clear span 0.009 of a mile in length**

CHARACTER AND METHOD OF CONSTRUCTION.

~~ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:~~

STRICKEN OUT

---

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT.

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized.)

*(*b*) By the count........ of ....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

such funds having been placed under the direct control of the Highway Department by ....
(State how placed under direct control of Highway Department.)

*(*c*) By the count........ of ....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue.)

*(*d*) ....

ROAD EMBRACED IN PROJECT.

Article II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 392+44.6 at the south city limits of Portland, and survey station 493+70 at the intersection of 17th and Schiller Streets in the City of Portland, ...terminal points, a distance of 1.922 miles, known locally as the East Portland-Milwaukie section of the East Portland-Oregon City Highway between official control points Portland and Milwaukie in Multnomah County, being Sec. D of Oregon U. S. Public Works project No. NRM 168, consisting of 1.913 miles of roadway and 2 bridges, each of more than 20 ft. clear span 0.009 of a mile in length

CHARACTER AND METHOD OF CONSTRUCTION.

Article III. The Highway Department will construct or cause to be constructed to final completion said project in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

STRICKEN OUT

* Strike out if not appropriate.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out that portion of the improvement contemplated by this agreement to which said Order applies, and that any contract let for the construction of such portion of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of two hundred twenty two thousand, six hundred thirty four and 16/100 dollars ($222,634.16), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible] shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20-foot clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

STRICKEN OUT

(Include reference to statute authorizing funds and probable amount annually available)

Maintenance of the project will be by the City of Portland pursuant to agreement dated February 21, 1934 with the Highway Department.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

P St J Wilson
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRM 168-D** State of **Oregon.**

Second. That in accordance with said provisions I have approved the sum of $ **222,634.16** as the total estimated cost of said project, and the sum of $ **222,634.16** as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ **is** said total estimated cost.

Done at the city of Washington, this 7th day of August one thousand nine hundred and thirty four

Secretary of Agriculture
~~Secretary of Agriculture.~~

P. St. J. Wilson
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

July 19, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies each of project agreements covering the North Unit, Portland-Milwaukie Section, Projects No. NRH 168-D and NRH 168-E.

With reference to the inquiry contained in your letter, transmitting these papers, concerning the current special provisions for the roadwork and structures on the above projects, please be advised that all are correct except those for the Johnson Creek Bridge. Mr. Reeves of our bridge department discussed this matter with your Mr. Davis and has, accordingly, forwarded to your office revised bid proposals for that structure.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

168

July 14, 1934

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon

Dear Sir:

I am glad you called to my attention the failure of the City of Portland to secure right of way on the entrance to the city of the East Portland-Oregon City Highway.

We will give this our immediate attention; in fact, H. G. Smith took the matter up with them Friday as per the attached letter. You may rest assured that we will follow this thing through and advise you as soon as the right of way has been secured, to the end that you may release our vouchers. I am sorry this occurred.

Very truly yours,

State Highway Engineer

RHB:HI

cc - H. G. Smith

SSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 13, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. L. G. Apperson,
City Engineer,
Portland, Oregon.

Dear Sir:

The delay in releasing the small piece of right of way on the Super Highway immediately north of Tacoma Ave. is becoming very embarrassing and may result in claims by the contractors. It was our understanding that when we agreed to the change in location, all right of way would be procured immediately and therefore we are at a loss to explain the necessity for this delay to the commission.

The contractor has practically finished his grading operations so that without doubt he will wish to clear up the odds and ends immediately. Will you kindly take such steps as will release this right of way immediately and advise us when we can move in on the property.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

July 13, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It has just come to my attention that, because of right of way difficulties, work cannot go forward on a short section of Oregon USPW project NRM 168-D, Portland section of the Portland-Oregon City super-highway.

This difficulty is between approximate Station 405, Tacoma Avenue, and approximate station 408, Nehalem Avenue. Our understanding is that the city is acquiring the right of way for you and that they refuse to start condemnation proceedings, and that they refuse to pay the owner the few hundred dollars difference involved.

Conditions of this nature cannot be tolerated. Heretofore we have assumed, when contracts are awarded, that all right of way has been secured. If we cannot continue to make such an assumption it will be necessary that we have written assurance from you that all right of way has been secured. We cannot continue to concur in award of contracts unless the necessary right of way has been secured or condemnation proceedings started.

Pending receipt of further advice from you regarding this matter, this office does not feel that it can approve any further vouchers on this project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

June 28, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon NRM 168-D and NRH 168-E

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for the above for signature and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

We have had considerable difficulty in straightening out the three sets of special provisions in accordance with your letters submitting substitute provisions. The details follow:

1. Your letter of April 23 transmitted revised pages 13 and 14 for the Bybee Avenue and the Crystal Springs Creek bridge specifications. These pages were identical with those previously forwarded and have therefore been destroyed.

2. On April 21 we received copies of supplemental roadway special provisions and revised pages 8, 12, 13 and 13-A, dated April 5, February 21, April 12 and April 12 respectively, for the Johnson Creek Bridge.

3. In connection with your letter of May 12, it appears that sheets 13 and 13-A, dated April 12, are substitutes for sheets 13 and 14, in the specifications for the Bybee Undercrossing.

4. As the roadway contract was awarded April 5, prior to the receipt of the Memorandum of April 7th, it is not necessary to change the "compliance" provisions in that contract.

Please examine the enclosed approved copies of the specifications which we are returning, to ascertain if they are identical with the contracts as executed. If they are not, please send us complete revised copies.

Jcm

The notation on the estimate indicates that the maintenance of the municipal section will be by the city of Portland, in accordance with resolutions of February 21, 1934. Will you please forward copies of these resolutions?

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

June 18, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of June 16th, concerning the lengths and station description for the different types of road-work of Project No. NRM 168-D.

The station descriptions given on the summary sheet are correct, except the stationing for the beginning of the 44-foot concrete pavement which should be 392+44.6 instead of 392+44.5. Accordingly, the station for the end of the 44-foot concrete pavement given in the detail estimate as 490+51 should be corrected to read 490+53.9. Since this correction is small, it does not effect the lengths computed in miles, and, accordingly, those given in your letter are correct.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

6

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 16, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to agreement estimate for Oregon U.S. Public Works project NRM 168-D.

The stationing of this project, as shown by the estimate and plans, is from Sta. 392+44.6 to 493+70, with a 50' exception Sta. 401+95 to 402+45, and an equation Sta. 473+54.5 = 473+25. We compute the length as 9785.9 ft. or 1.853 miles. We have made this change on the estimate. Will you kindly advise if our calculation is not correct.

We also note that thestations given on the revised summary sheet do not all agree with those shown on the agreement estimate. We have assumed that those shown on the estimate are correct. Please submit revised summary sheets.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

June 13, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the North Unit, Portland-Oregon City Section, Projects Nos. NRM 168-E and NRH 168-D.

In accord with the suggestions contained in your letter of April 11th, the approaches to the Bybee Avenue Undercrossing have been included in the roadwork on Project No. NRM 168-E. Likewise, the estimate is based on the revised quantities for Contract No. 1624, and this has resulted in a revised set-up for each of the several types of roadwork.

The quantity summary sheet of the plans has been changed to eliminate the roadwork on the Bybee Avenue Undercrossing Unit, and we are sending five blueprint copies of the revised sheet.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department National Recovery Project

NORTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
MULTNOMAH AND CLACKAMAS COUNTIES

(Estimate as basis for project agreement).

Salem, Oregon, June 12, 1934.

NATIONAL RECOVERY PROJECT NO. NRM 168-D

Asphaltic Pavement (36' - 44' Taper Connection) (Sta. 493+70 to Sta. 490+51) (Contract No. 1624)

All Required		Clearing & Grubbing		$ 3.85
10	cu. yds.	Trench Excavation, 4' to 8'	$ 1.00	10.00
5	" "	" " , 8' to 10'	1.50	7.50
10	" "	" " , Exceeding 10'	2.00	20.00
200	cu. yds.	Embankment in Place	0.58	116.00
40	lin. ft.	8" Drain Pipe	0.45	18.00
2	only	Concrete Catch Inlets	15.00	30.00
200	sq. yds.	Pavement Removal and Slope Paving	0.30	60.00
350	lin. ft.	Removal of Curbs	0.05	17.50
350	" "	Concrete Curbs	0.35	122.50
60	sq. yds.	Concrete Sidewalks	1.30	78.00
150	cu. yds.	Lower Course, Sub-base & Shoulders	1.25	187.50
70	" "	Top " " " "	1.75	122.50
40	" "	3/4" - 0" Screenings	2.00	80.00
20	" "	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
100	tons	Class "A" Asphaltic Concrete	5.45	545.00
160	"	Class "C" " "	5.00	800.00
15	"	Class "E" " "	6.00	90.00
1,350	sq. yds.	Surface Finish Coat	0.05	67.50
5	cu. yds.	Gravel Mat under Drain Pipe	2.50	12.50

Sub-total.............. $ 2,402.35
10% Engr. & Contr.... 240.23

Total............ $ 2,642.58

Length 0.060 mile
Cost per mile $44,043.00

Concrete Pavement (44' Roadway) (Sta. 490+51 to (Sta. 392+44.6) (Contract No. 1624)

All Required		Clearing and Grubbing		$ 117.75
700	sq. rd.	Removal of Sod	$ 0.30	210.00

1,590	cu. yds.	Trench Excavation, 0' to 4'	$0.50	$	795.00
690	" "	" " , 4' to 8'	1.00		690.00
325	" "	" " , 8' to 10'	1.50		487.50
250	" "	" " , Exceeding 10'	2.00		500.00
14,000	cu. yds.	Marsh Excavation	0.20		2,800.00
25,000	" "	Trench Measure Embankment	0.70		17,500.00
49,300	" "	Embankment in Place	0.58		28,594.00
4,960	lin. ft.	8" Drain Tile	0.45		2,232.00
100	" "	8" Drain Pipe under Pavement	0.75		75.00
600	" "	10" " " " "	0.60		360.00
550	" "	12" " " " "	0.85		467.50
300	" "	15" " " " "	1.25		375.00
100	" "	Salvaging Drain Pipe	0.40		40.00
53	only	Concrete Catch Inlets	15.00		795.00
11	"	Concrete Manholes, 8' or less	50.00		550.00
3	"	" " , over 8'	100.00		300.00
2,800	sq. yds.	Pavement Removal and Slope Paving	0.30		840.00
1,750	lin. ft.	Removal of Curbs	0.05		87.50
3	only	Removal of Inlets	2.50		7.50
22,750	lin. ft.	Concrete Curb	0.35		7,962.50
1,040	sq. yds.	Concrete Sidewalk	1.30		1,352.00
44,550	" "	7" Portland Cement Concrete Pave.	1.67		74,398.50
3,500	" "	6" " " " "	1.50		5,250.00
3,900	lin. ft.	Expansion Joints	0.16		624.00
25,350	" "	Contraction Joints	0.06		1,521.00
22,400	lbs.	Tie Bars & Reinforcement	0.05		1,120.00
2,640	only	Dowels	0.20		528.00
1,860	cu. yds.	Sand Cushion	0.75		1,395.00
3,980	" "	Lower Course, Sub-base & Shoulders	1.25		4,975.00
1,600	" "	Top " , " " "	1.75		2,800.00
120	" "	3/4" - 0" Screenings	2.00		240.00
460	" "	Filler	0.50		230.00
460	yd. mi.	Hauling Filler	0.20		92.00
820	tons	Class "A" Asphaltic Concrete	5.45		4,469.00
130	"	" "C" " "	5.00		650.00
5	"	" "E" " "	6.00		30.00
5,100	sq. yds.	Surface Finish Coat	0.05		255.00
45	cu. yds.	Gravel Mat under Drain Tile	2.50		112.50
					$165,828.25

Crystal Springs Cr. Bridge (10' Span) (Contract No. 1627)

730	lin. ft.	Treated Piling	$0.92	$	671.60
40	cu. yds.	Class "D" Concrete	14.00		560.00
4,100	lbs.	Metal Reinforcement	.045		184.50
10	M-FBM	Treated Lumber	84.00		840.00
25	lin. ft.	Composite Handrail	5.00		125.00
				$	2,381.10

Sub-total	$ 168,209.35
10% Engr. & Cont.	16,820.93
Total	$ 185,030.28

Length 1.834 miles
Cost per mile $100,888.92

STRUCTURES

Bybee Undercrossing (Contract No. 1624)

60	tons	Class "A" Asphaltic Concrete	$ 5.45	$ 327.00
10	"	" "C" " "	5.00	50.00
420	sq. yds.	Surface Finish Coat	0.05	21.00
				$ 398.00

Bybee Undercrossing (Contract No. 1627)

420	cu. yds.	Excavation	$ 3.00	$1,260.00
10	" "	" below plans	4.00	40.00
2,600	lin. ft.	Foundation Piling	0.36	936.00
310	cu. yds.	Class "A" Concrete	19.40	6,014.00
140	" "	" "D" "	19.40	2,716.00
87,000	lbs.	Metal Reinforcement	.042	3,654.00
270	lin. ft.	Concrete Handrail	5.30	1,431.00
All Required		Light System		350.00
" "		Maintenance of Traffic		2,800.00
				$19,201.00

Johnson Creek Bridge (Contract No. 1623)

630	cu. yds.	Excavation	$ 2.00	$ 1,260.00
10	" "	" below plans	8.00	80.00
3,500	lin. ft.	Foundation Piling	0.35	1,225.00
320	cu. yds.	Class "A" Concrete	16.70	5,344.00
75	" "	" "D" "	17.40	1,305.00
55,000	lbs.	Metal Reinforcement	0.044	2,420.00
110	lin. ft.	Concrete Handrail	5.00	550.00
				$12,184.00

Sub-total	$31,783.00
10% Engr. & Cont.	3,178.30
Total	$34,961.30

Length of Bybee Undercrossing	0.000	mile
" " Johnson Creek	.009	"
Total length, Structure	.009	"

NATIONAL RECOVERY PROJECT NO. NRH 168-E

Concrete Pavement (44' Roadway) (Contract No. 1624)

All Required		Clearing and Grubbing		$ 3.40
10	cu. yds.	Trench Excavation, 0' to 4'	$0.50	5.00
1,500	" "	Embankment in Place	0.58	870.00

100	lin. ft.	18" Concrete Pipe	$2.00	$ 200.00
500	" "	Concrete Curb	0.35	175.00
1,250	sq. yds.	7" Portland Cement Concrete Pavement	1.67	2,087.50
100	lin. ft.	Expansion Joints	0.16	16.00
650	" "	Contraction Joints	0.06	39.00
600	lbs.	Tie Bars and Reinforcement	0.05	30.00
60	only	Dowels	0.20	12.00
40	cu. yds.	Sand Cushion	0.75	30.00
70	" "	Lower Course, Sub-base & Shoulders	1.25	87.50
30	" "	Top Course, Sub-base & Shoulders	1.75	52.50
20	" "	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
20	tons	Class "A" Asphaltic Concrete	5.45	109.00
130	sq. yds.	Surface Finish Coat	0.05	6.50
			Sub-total	$ 3,737.40
			10% Engr. & Cont.	373.74
			Total	$ 4,111.14

Length .053 mile
Cost per mile $77,568.67

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRM Funds	NRH Funds
Project No. NRM 168-D			
Roadwork:			
36' - 44' Taper Connection	$ 2,642.58	$ 2,642.58	
44' Roadway	185,030.28	185,030.28	
	$187,672.86	$187,672.86	
2 Structures	$ 34,961.30	$ 34,961.30	
Totals for NRM 168-D	$222,634.16	$222,634.16	
Project No. NRH 168-E			
Roadwork:			
44' Roadway	$ 4,111.14	$ --	$ 4,111.14

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 88, Laws 1931.

Funds for Maintenance: City of Portland Resolutions of February 21st, 1934.

168-D

June 1, 1934

Mr. Gust Anderson, Secretary
Central Labor Council of Portland
Labor Temple
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 21st, addressed to Chairman Leslie M. Scott, which letter requests that we investigate a report that men employed by contractors on highway work between Portland and Milwaukie are working nine hours per day and seven days per week.

We have had our field engineers make a special check of the hours of employment on the projects referred to, and they report back to us that the thirty-hour per week requirement of our contracts for National Recovery Projects is being complied with explicitly, and that no skilled or unskilled labor is being worked more than thirty hours per week.

The contractors on these projects are, in general, working two five-hour shifts per day. Observation of the fact that operations are in progress for ten hours each day has probably lead to the impression that the men are being worked long hours.

The possibility that contractors anywhere in the State are violating the 30-hour requirement is very remote, as this feature of the work is being checked on not only by our own engineers, but also by the following departments of the Federal Government:

1. U. S. Bureau of Public Roads
2. National Reemployment Service
3. U. S. Bureau of Investigation

The matter is also being watched by veterans' organizations and labor organizations, and there are always plenty of dissatisfied employees to promptly report violations of that nature.

We are requiring our contractors to submit certified copies of their payrolls each month, and these copies are carefully checked

NOTED
State Highway Engineer

to make sure that there have been no violations of the employment requirements. We have not as yet found grounds for believing that these copies of payrolls are not essentially authentic. They are available for checking by interested parties at all times. The May payrolls for the Portland-Milwaukie projects will be in our hands within the next few days in case you would wish to examine them.

We assure you that we are not neglecting the enforcement of our contract provisions concerning employment.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc Mr. Leslie M. Scott

[illegible]

Oregon City, Oregon
May 31, 1934

3 PU
26 PJ

Mr. W. E. Chandler
Division Engineer
State Highway Dept.
Salem, Oregon

RECEIVED
JUN 1 1934
DIVI

Dear Sir:

In regard to Mr. Eason's telephone call of the 28th., relative to report that labor hours on the super highway contracts, were being violated. Have made a check of Edlefsen-Weygandt and Parker-Schram companies' work and find that labor requirements are being lived up to in every detail.

As you know there are four small bridge ~~brdige~~ contracts in this vicinity, and I suggested to Mr. Eason that it might be well to check those as well as the grading contractors.

Yours very truly

[illegible] Young
Resident Engineer

CC: Mr. F. D. Eason

ON
AISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

May 25, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Mr. Baldock:

Here is a letter from Gust. Anderson, Secretary of the Central Labor Council, asking whether employees of our highway contractors are working nine hours a day and seven days a week between Portland and Milwaukie. Please investiage.

Yours truly,

Scott

LMS es
Enc. 1

REFERRED TO
Probert
By State Highway Engineer

check this up and advise Anderson, with copy to Scott

I. Clayton, Vice-President
Gust. Anderson, Secretary-Treasurer

CENTRAL LABOR COUNCIL
OF PORTLAND AND VICINITY
Affiliated With American Federation of Labor

Meets Every Monday Evening in the Labor
Temple, Fourth and Jefferson Streets

Telephone Atwater 0171

LABOR TEMPLE
Portland, Oregon,

May 21, 1934.

State Highway Commission,
Leslie M. Scott, Chairman
State Office Building,
Salem, Oregon.

Gentlemen:

It has been called to our attention that men who are employed on the Super Highway leading into Portland are working nine hours a day and seven days a week. If this is a fact, it is not in accordance with the Recovery Program of our State and Nation to put the maximum amount of people to work. We would respectfully request that this matter be checked by your commission and if our statement is found to be correct, we would like to have it remedied. If we are in error, we would like to be corrected.

Thanking you in advance for your cooperation in this matter, we are

Respectfully yours

CENTRAL LABOR COUNCIL OF PORTLAND

Gust Anderson

Secretary.

168-D

May 29, 1934

Settergren Brothers
5627 N. E. 26th Avenue
Portland, Oregon

Gentlemen:

We are sending to you today, by express, one copy of State Highway Contract No. 1627 which was recently awarded to you for bridge construction over the East Portland-Oregon City Highway at its intersection with Bybee Boulevard in the city of Portland and for the construction of a span over Crystal Springs Creek north of the Bybee Boulevard Undercrossing.

This copy is sent to you for your records and files.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 20, 1934, submitting supplemental provisions covering changes made in the proposed work on Oregon U. S. Public Works project NRM 168-D and NRH 168-D, the north unit of the Portland-Milwaukie section of the East Portland-Oregon City Highway.

In the statement attached to these papers is the statement that the change in location and alignment is between stations 398+65 and 437+55. From the revised plans it would appear that the change covers more roadway, and is from 389+65 to approximately 473.

In your letter, revised sheets Nos. 8, 12, 13 and 13-A of the special provisions were submitted to be incorporated in the special provisions. As bids for this work were opened February 15, we wonder if these were necessary for the work under this contract.

It is also noted the certificate of compliance used in the proposal for the Bybee Avenue Undercrossing is not the latest form of certificate for use on National Recovery projects.

On the Bybee Crossing, revised special provisions, pages 13 and 14 dated April 5, 1934, and also pages 13 and 13-A, dated April 12, 1934, have been received.

Please advise concerning the matters above mentioned.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

May 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 9th concerning the North Unit, Portland-Milwaukie Section, Projects No. NRM 168-D and NRM 168-E.

The comments made in the second paragraph of your letter, regarding the station description of changes made in location, are correct when comparison is made to the first plans submitted. However, a change was made in the plans for the work at the south end of the work prior to receiving bids, and this change was shown on the bidding plans given to the bidders. The revised plan sheets for this change was submitted to you on March 7th, 1934. With reference to your inquiry concerning the station description of the north limit of the revision, your assumption is correct and this description should be 473+55 = 473+25. The erroneous station description (437+55) given in the statement attached to the supplemental provisions appears to have been a typographical error.

Concerning the comments made in the third paragraph of your letter, while bids for the roadwork were received on February 15th, 1934, the award of the contract was delayed until April 17th, 1934, and, dueto our assumption that you were desirous of having the revised provisions as given in the revised special provision sheets Nos. 8, 12, 13 and 13a included in all contracts possible, these sheets were incorporated in the contracts submitted to the contractor for signature, and additional copies were accordingly furnished to you.

With reference to your inquiry concerning the Bybee Avenue Undercrossing specifications, the correct special provision sheets for that work are Page 14, dated April 5th, 1934, and Pages 13 and 13a dated April 12th, 1934. While the latest form of certificate of compliance was used in the proposal forms given to bidders, the early copies sent to you apparently did not contain this issue, and, through an oversight, the revised copies were not sent to you. Accordingly, we are enclosing five copies to replace those in the bidding proposals which you have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

May 2, 1934

Parker-Schram Co.
515 Couch Building
Portland, Oregon

Gentlemen:

Confirming my telegram to you of May 1, wish to inform you that the State Highway Commission as of May 1 awarded to you the contract for the construction of the railroad bridge over the East Portland-Oregon City Highway at the south city limits of Portland in Clackamas County on the basis of your bid price amounting to $19,934.50 submitted to the Commission on April 26.

You may consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent to you shortly for execution.

Very truly yours,

Secretary

HBG:AJ

cc Bridge Department

CLASS OF SERVICE DESIRED			
DOMESTIC		FOREIGN	
TELEGRAM	☐	FULL RATE CABLE	☐
DAY LETTER	☐	DEFERRED CABLE	☐
NIGHT MESSAGE	☐	NIGHT CABLE LETTER	☐
NIGHT LETTER	☐	WEEK-END CABLE LETTER	☐
SHIP RADIOGRAM	☐	RADIOGRAM	☐

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

Postal Telegraph

THE INTERNATIONAL SYSTEM

TELEGRAMS CABLEGRAMS RADIOGRAMS

Mackay Radio

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Form 2 DM

Salem, Oregon,
May, 1, 1934.

Parker-Schramm
515 Couch Bldg.,
Portland,

STATE HIGHWAY COMMISSION TODAY AWARDS YOU CONTRACT FOR CONSTRUCTION OF RAILROAD BRIDGE OVER EAST PORTLAND OREGON CITY HIGHWAY BASED ON YOUR BID SUBMITTED APRIL 26th STOP THIS IS YOUR AUTHORITY TO COMMENCE CONSTRUCTION IMMEDIATELY

H B GLAISYER
SECRETARY

Yours very truly,

PARKER-SCHRAM COMPANY

By C.A. Schram

CAS:AC

1675

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

CHAS. T. PARKER
CARL A. SCHRAM

PORTLAND, OREGON

April 30, 1934

R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention - Mr. S. H. Probert

Dear Sirs:

We have your letter of April 20th with revised copies of the contracts for grading and paving the North unit of the Portland-Milwaukie Section East Portland-Oregon City Highway, under separate enclosure.

All four copies of the contract and bond have been executed by both members of the partnership and the latter by the surety as well, as per your request, and are being returned to you by express today for signature by the Highway Commission.

In the meantime, we have started work on the project in accordance with the authority contained in your letter.

Yours very truly,

PARKER-SCHRAM COMPANY

By C. A. Schram

CAS:AC

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

CHAS. T. PARKER
CARL A. SCHRAM

PORTLAND, OREGON

March 5, 1934

State Highway Commission
Salem, Oregon

Gentlemen:

Referring to our conversation this date with Mr. Frank T. Young, Resident Engineer, concerning proposed grade change on the North unit of the Portland Milwaukie Section of the East Portland-Oregon City Highway from Station 389-65 to Station 406, as shown by "Profile of Proposed Grade Change at Umatilla Street" dated March 5, 1934;

We agree to accept award of contract covering the construction of this project on the basis of our low bid filed February 15, 1934, without any change in contract unit prices resulting from the proposed change in grade.

Inasmuch as removal of basement walls in the excavation area between approximately Station 393 and 397-50 has been included in our original proposal under Item 1, lump sum bid of One-hundred twenty-five and No/100 ($125.00) Dollars for all clearing and grubbing required, it is understood that any extra work involved in the removal of basement walls, floors, foundations, or other similar structures below the elevation originally contemplated by the specifications for this project, will be performed on force account basis.

Yours very truly,

PARKER-SCHRAM COMPANY

By C A Schram

CAS:AC

Change referred to above
was superseded by a change
in alignment made later.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 26, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works project NRM 168-D, the north unit of the Portland-Milwaukie section, East Portland-Oregon City Highway, to Settergren Bros., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

April 23, 1934

Parker-Schram Company
515 Couch Building
Portland, Oregon

Gentlemen:

For use in connection with the North Unit, Portland-Milwaukie grading and paving project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 836 S. W. 1st Avenue, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. F. T. Young

1145

April 20, 1934

Parker-Schram Company
515 Couch Building
Portland, Oregon

Gentlemen:

The contracts for the grading and paving of the North Unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway have been revised to accord with the understandings had at the conference held on April 18th, and are being sent to you by express for signature and for execution of the bond.

We are not using the signature and executed bond as made in the contracts sent to you last week, as we desire to have the signatures affixed after all revisions are incorporated. Also, it will be necessary for all members of the partnership to sign the contract.

As soon as the contracts are executed, please return all four copies to us for signature by the Highway Commission. When the Commission has signed, copies will be sent to your company and to the surety.

Please reread sheets 12, 13 and 13a of the special provisions as well as all of the supplemental provisions (sheets a to g, inclusive), as compliance with recently issued regulations of the U. S. Bureau of Public Roads has made necessary some changes on those sheets.

Two sets of the revised plans are being sent with the contracts. These plans may be retained for your own use.

You are authorized to begin work on the project at once and without awaiting the signing of the contract by the Highway Commission, as the award of the contract has already been approved by the Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

April 20, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Enclosed herewith are five copies of supplemental provisions covering changes made in the proposed roadwork on the North Unit, Portland-Milwaukie Section, Projects No. NRH 168-D and NRH 168-E. Five blueprint copies of the revised plans are being sent under separate cover.

In addition, we are enclosing ten copies each of pages 8, 12, 13 and 13-a of the special provisions for the Johnson Creek Bridge and the roadwork mentioned above, which pages have been revised and are to replace the corresponding pages in the specifications which you now have.

The revised estimate for this work will be submitted after bids are received for the Crystal Springs Creek Bridge and Bybee Undercrossing Structure,at which time the estimate can be prepared as basis for the project agreements.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

File 168-D

April 17, 1934

COMPARISON OF TWO LOW BIDS
ON NORTH UNIT, PORTLAND-MILWAUKIE SECTION
EAST PORTLAND-OREGON CITY HIGHWAY
MULTNOMAH COUNTY

Based on Quantities Revised to conform with changed location.

Item No.	Item	Quantity	Unit	Parker-Schram Co.		Harold Blake	
				Unit Bid	Amount	Unit Bid	Amount
1.	Clearing and Grubbing	All Specified		$ - -	$ 125.00	$ - -	$ 1,000.00
2.	Removal of Sod	700	sq. rods	0.30*	210.00	0.30*	210.00
3.	Trench Excavation, 0 to 4 Ft.	1,600	cu. yds.	0.50*	800.00	0.50*	800.00
4.	Trench Excavation, 4 to 8 Ft.	700	" "	1.00*	700.00	1.00*	700.00
5.	Trench Excavation, 8 to 10 Ft.	330	" "	1.50*	495.00	1.50*	495.00
6.	Trench Excavation, exceeding 10 Ft.	260	" "	2.00*	520.00	2.00*	520.00
7.	Marsh Excavation	14,000	" "	0.20*	2,800.00	0.20*	2,800.00
8.	Truck Measure Embankment	25,000	" "	0.70	17,500.00	0.70	17,500.00
9.	Embankment in Place	51,000	" "	0.58	29,580.00	0.60	30,600.00
10.	8-inch Drain Pipe	5,000	lin. ft.	0.45	2,250.00	0.42	2,100.00
11.	8-inch Drain Pipe Under Pavement	100	" "	0.75	75.00	0.85	85.00
12.	10-inch Drain Pipe	600	" "	0.60*	360.00	0.60*	360.00
13.	12-inch Drain Pipe	550	" "	0.85*	467.50	0.85*	467.50
14.	15-inch Drain Pipe	300	" "	1.25*	375.00	1.25*	375.00
15.	18-inch Concrete Pipe	100	" "	2.00	200.00	2.25	225.00
16.	Salvaging Drain Pipe	100	" "	0.40	40.00	0.75	75.00
17.	Gravel Mat Under Drain Pipe	50	cu. yds.	2.50*	125.00	2.50*	125.00
18.	Concrete Catch Inlets	55	only	15.00	825.00	15.00	825.00
19.	Concrete Manholes, 8 Ft. or less	11	"	50.00*	550.00	50.00*	550.00
20.	Concrete Manholes, over 8 Ft.	3	"	100.00*	300.00	100.00*	300.00
21.	Pavement Removal and Slope Paving	3,000	sq. yds	0.30	900.00	0.40	1,200.00
22.	Removal of Curbs	2,100	lin. ft.	0.05	105.00	0.10	210.00
23.	Removal of Inlets	3	only	2.50	7.50	10.00	30.00
24.	Concrete Curb	23,600	lin. ft.	0.35	8,260.00	0.35	8,260.00
25.	Concrete Sidewalks	1,100	sq. yds.	1.30	1,430.00	1.35	1,485.00
26.	7-inch Portland Cement Concrete Pavement	45,800	" "	1.67	76,486.00	1.67	76,486.00
27.	6-inch Portland Cement Concrete Pavement	3,500	" "	1.50	5,250.00	1.47	5,145.00
28.	Expansion Joints	4,000	lin. ft.	0.16	640.00	0.16	640.00
29.	Contraction Joints	26,000	" "	0.06	1,560.00	0.015	390.00
30.	Tie Bars and Reinforcement	23,000	lbs.	0.05	1,150.00	0.05	1,150.00

Item No.	Item	Quantity	Unit	Parker-Schram Co. Unit Bid	Parker-Schram Co. Amount	Harold Blake Unit Bid	Harold Blake Amount
31.	Dowels	2,700	only	$ 0.20	$ 540.00	$ 0.20	$ 540.00
32.	Sand Cushion	1,900	cu. yds.	0.75	1,425.00	1.00	1,900.00
33.	Lower Course, Sub-base and Shoulders	4,200	" "	1.25	5,250.00	1.00	4,200.00
34.	Top Course, Sub-base and Shoulders	1,700	" "	1.75	2,975.00	1.75	2,975.00
35.	3/4" - 0" Screenings	160	" "	2.00	320.00	2.00	320.00
36.	Filler	500	" "	0.50	250.00	0.30	150.00
37.	Hauling Filler	500	yd. mi.	0.20	100.00	0.15	75.00
38.	Class "A" Asphaltic Concrete	1,000	tons	5.45	5,450.00	5.50	5,500.00
39.	Class "C" Asphaltic Concrete	300	"	5.00	1,500.00	5.30	1,590.00
40.	Class "E" Asphaltic Concrete	20	"	6.00	120.00	5.70	114.00
41.	Surface Finish Coat	7,000	sq. yds.	0.05	350.00	0.05	350.00
	Total Amount of Bid				$172,366.00		$172,822.50

* No bid on this item. Price used is price agreed on with Parker-Schram Co.

April 17, 1934.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

April 16, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works project NRM 168-D, bridge over Johnson Creek on the East Portland-Oregon City Highway near Milwaukie, to Joseph H. Anderson, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

168

April 16, 1934

Mr. Joseph H. Anderson
3132 Northeast 69 Avenue
Portland, Oregon

Dear Sir:

Confirming our wire to you today, please be advised that the State Highway Commission has accepted the bid submitted by you on February 15, 1934, for the construction of a bridge over Johnson Creek on the East Portland-Oregon City Highway near Milwaukie in Multnomah County and has awarded to you the contract for such work at your bid price of $12,184.00.

Please consider this letter as your authority and our request to commence construction immediately. Contract forms will be sent to you within a short time for execution.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

c.c. Mr. ~~Probert~~ McCulloch

ICE DESIRED			
STIC		FOREIGN	
TELEGRAM	☐	FULL RATE CABLE	☐
DAY LETTER	☐	DEFERRED CABLE	☐
NIGHT MESSAGE	☐	NIGHT CABLE LETTER	☐
NIGHT LETTER	☐	WEEK-END CABLE LETTER	☐
SHIP RADIOGRAM	☐	RADIOGRAM	☐

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

Postal Telegraph

THE INTERNATIONAL SYSTEM

TELEGRAMS CABLEGRAMS RADIOGRAMS

Mackay Radio

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Form 2 Dbl

Salem, Oregon April 16, 1934

Joseph H. Anderson
3132 Northeast 69th Avenue
Portland, Oregon

STATE HIGHWAY COMMISSION TODAY AWARDS YOU CONTRACT FOR CONSTRUCTION OF JOHNSON CREEK BRIDGE ON EAST PORTLAND OREGON CITY HIGHWAY NEAR MILWAUKIE ON BASIS YOUR BID SUBMITTED FEBRUARY FIFTEENTH STOP CONFIRMING LETTER AND CONTRACT FORMS FOLLOW SHORTLY

H. B. Glaisyer, Secretary
State Highway Commission

34 wd Telegram 4 extra
HBG:jn
11:45 A.M.

February 15th stop confirming letter and contract forms follow shortly

H B Glaisyer secty
State Hy Com

office
conditions
NIGHT MESSAGES
to the addressee, and the
with respect to
message prepaid.
NIGHT LETTERS. Accepted up to 2.00 a.m.
business day, at rates still lower than night
telegram rate for 10 words shall be charged for the
and one-fifth of such rate for 10 words shall be charged
NO EMPLOYEE

Joseph N. Anderson 2132-69

Portland

State Hwy Comm today awards you contract for construction of Johnson Creek bridge on East Portland Oregon City Hwy near Milwaukie on basis your bid submitted February 15th stop confirming letter and contract forms follow shortly

H B Flanagin secty
State Hwy Comm

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

April 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for modifying Oregon U.S.Public Works project NRM 168-D, north unit of the Portland-Milwaukie section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Iron

Nash.

National Recovery Project

ECTION OF THE

MAN AND CLACKAMAS COUNTIES

~~is for project agreement)~~

Low Bid prices

a, Oregon, April 10, 1934.

. NRM 168-D

) (Sta. 493+70 to Sta. 490+51)

(Low bid prices)

All Required	Clearing and Grubbing		$ ~~3.82~~ 385
200 cu. yds.	Embankment in Place	$ 0.58	116.00
300 sq. yds.	Pavement Removal and Sloping	0.30	90.00
350 lin. ft.	Removal of Curbs	0.05	17.50
350 " "	Concrete Curb	0.35	122.50
100 cu. yds.	Lower Course, Sub-base and Shoulders	1.25	125.00
70 " "	Top Course, Sub-base and Shoulders	1.75	122.50
50 " "	3/4" - 0" Screenings	2.00	100.00
20 " "	Filler	0.50	10.00
20 yd. mi.	Hauling Filler	0.20	4.00
165 tons	Class "A" Asphaltic Concrete	5.45	899.25
300 "	" "C" " "	5.00	1,500.00
5 "	" "E" " "	6.00	30.00
1,800 sq. yds.	Surface Finish Coat	0.05	90.00
	Sub-total		$ 3,230.57 323060
	10% Engr. & Cont.		323.06 32306
	Total- - - - -		$ 3,553.62 3553.66

Length .060 mile

Cost per mile $59,227.00 [illegible]

Concrete Pavement (44-foot Roadway) (Sta. 490+51 to 392+44.6) (Low bid prices)

All Required	Clearing and Grubbing		$ 116.33
700 cu. yds.	Trench Excavation	$1.25	875.00
10,300 " "	Truck Measure Embankment	0.70	7,210.00
50,400 " "	Embankment in Place	0.58	29,232.00
1,300 lin. ft.	8" Drain Pipe	0.45	585.00
100 " "	8" " " under Pavement	0.75	75.00
100 " "	Salvaging Drain Pipe	0.40	40.00
60 cu. yds.	Class "A" Concrete	18.25	1,095.00
23 only	Concrete Catch Inlets	15.00	345.00
3,100 sq. yds.	Pavement Removal and Slope Paving	0.30	930.00

Oregon State Highway Department National Recovery Project

NORTH UNIT, PORTLAND-MILWAUKIE SECTION OF THE
EAST PORTLAND-OREGON CITY HIGHWAY IN MULTNOMAH AND CLACKAMAS COUNTIES

~~(Estimate to accompany plans. Not as basis for project agreement)~~

te as basis for project agreement Based on low bid prices

Salem, Oregon, April 10, 1934.

NATIONAL RECOVERY PROJECT NO. NRM 168-D

Asphaltic Pavement (36' - 44' Taper Connection) (Sta. 493+70 to Sta. 490+51) ~~(Low bid prices)~~

All Required	Clearing and Grubbing		$ ~~3.82~~ 2.85
200 cu. yds.	Embankment in Place	$ 0.58	116.00
300 sq. yds.	Pavement Removal and Sloping	0.30	90.00
350 lin. ft.	Removal of Curbs	0.05	17.50
350 " "	Concrete Curb	0.35	122.50
100 cu. yds.	Lower Course, Sub-base and Shoulders	1.25	125.00
70 " "	Top Course, Sub-base and Shoulders	1.75	122.50
50 " "	3/4" - 0" Screenings	2.00	100.00
20 " "	Filler	0.50	10.00
20 yd. mi.	Hauling Filler	0.20	4.00
165 tons	Class "A" Asphaltic Concrete	5.45	899.25
300 "	" "C" " "	5.00	1,500.00
5 "	" "E" " "	6.00	30.00
1,800 sq. yds.	Surface Finish Coat	0.05	90.00
	Sub-total		$ 3,230.57 323060
	10% Engr. & Cont.		323.05 32306
	Total- - - - -		$ 3,553.62 3553.66

Length .060 mile
Cost per mile $59,227.00

Concrete Pavement (44-foot Roadway) (Sta. 490+51 to 392+44.6) ~~(Low bid prices)~~

All Required	Clearing and Grubbing		$ 116.33
700 cu. yds.	Trench Excavation	$1.25	875.00
10,300 " "	Truck Measure Embankment	0.70	7,210.00
50,400 " "	Embankment in Place	0.58	29,232.00
1,300 lin. ft.	8" Drain Pipe	0.45	585.00
100 " "	8" " " under Pavement	0.75	75.00
100 " "	Salvaging Drain Pipe	0.40	40.00
60 cu. yds.	Class "A" Concrete	18.25	1,095.00
23 only	Concrete Catch Inlets	15.00	345.00
3,100 sq. yds.	Pavement Removal and Slope Paving	0.30	930.00

1,750	lin. ft.	Removal of Curb	$0.05	$ 87.50	
3	only	Removal of Inlets	2.50	7.50	
21,350	lin. ft.	Concrete Curb	0.35	7,472.50	
900	sq. yds.	Concrete Sidewalks	1.30	1,170.00	
43,450	" "	7" Portland Cement Concrete Pavement	1.67	72,561.50	
2,600	" "	6" Portland Cement Concrete Pavement	1.50	3,900.00	
3,960	lin. ft.	Expansion Joints	0.16	633.60	
27,700	" "	Contraction Joints	0.06	1,662.00	
29,900	lbs.	Tie Bars and Reinforcement	0.05	1,495.00	
2,470	only	Dowels	0.20	494.00	
1,630	cu. yds.	Sand Cushion	0.75	1,222.50	
3,490	" "	Lower Course, Sub-base and Shoulders	1.25	4,362.50	
1,550	" "	Top Course, Sub-base & Shoulders	1.75	2,712.50	
150	" "	3/4" - 0" Screenings	2.00	300.00	
440	" "	Filler	0.50	220.00	
440	yd. mi.	Hauling Filler	0.20	88.00	
720	tons	Class "A" Asphaltic Concrete	5.45	3,924.00	
4,550	sq. yds.	Surface Finish Coat	0.05	227.50	
				$143,043.93	+ 8[illegible].77

Crystal Springs Creek Bridge (10' Span)

730	lin. ft.	Treated Piling	$1.00	$ 730.00	
40	cu. yds.	Class "D" Concrete	20.00	800.00	
4,100	lbs.	Metal Reinforcing	0.05	205.00	
10	M-FBM	Treated Lumber	95.00	950.00	
25	lin. ft.	Composite Handrail	4.00	100.00	
				$ 2,785.00	
				$145,828.93	154,[illegible]8[illegible]
				14,582.89	15[illegible]70.98
				$160,411.82	170,180.78

Length 1.825 miles + [illegible]28 = 1.8[illegible]
Cost per mile $87,896.88

Bybee Blvd. Undercrossing (Sta. 438+80 to 440+00) (Low bid prices)

All required		Clearing and Grubbing	$	$ 1.47
9,800	cu. yds.	Embankment in Place	0.58	5,684.00
15	lin. ft.	48-inch Concrete Pipe	11.50	172.50
1,100	" "	Concrete Curb	0.35	385.00
1,000	sq. yds.	Concrete Sidewalks	1.30	1,300.00
550	" "	7-inch Portland Cement Concrete Pavement	1.67	918.50
40	lin. ft.	Expansion Joints	0.16	6.40

300 lin. ft.	Contraction Joints	$ 0.06	$ 18.00
100 lbs.	Tie Bars and Reinforcement	0.05	5.00
30 only	Dowels	0.20	6.00
10 cu. yds.	Sand Cushion	0.75	7.50
10 " "	Lower Course Sub-base & Shoulders	1.25	12.50
200 " "	Top Course, " " "	1.75	350.00
20 " "	Filler	0.50	10.00
20 " "	Hauling Filler	0.20	4.00
190 tons	Class "A" Asphaltic Concrete	5.45	1,035.50
350 "	Class "C" " "	5.00	1,750.00
10 "	Class "E" " "	6.00	60.00
2,200 sq. yds.	Surface Finish Coat	0.05	110.00
			$ 11,836.37

8,880.87

Structure

2,955.50

Structure (Estimated Prices)

420 cu. yds.	Excavation	$3.00	$ 1,260.00
10 " "	Excavation below plans	5.00	50.00
2,600 lin. ft.	Foundation Piling	0.50	1,300.00
310 cu. yds.	Class "A" Concrete	20.00	6,200.00
140 " "	" "D" "	20.00	2,800.00
87,000 lbs.	Metal Reinforcement	0.05	4,350.00
270 lin. ft.	Concrete Handrail	5.00	1,350.00
All Required	Lighting System		750.00
All Required	Maintenance of Traffic		2,000.00
			$ 20,060.00

Johnson Creek Bridge (Sta. 402+30 - 401+80) (Low bid prices)

630 cu. yds.	Excavation	$2.00	$ 1,260.00
10 " "	Excavation below plans	8.00	80.00
3,500 lin. ft.	Foundation Piling	0.35	1,225.00
320 cu. yds.	Class "A" Concrete	16.70	5,344.00
75 " "	" "D" "	17.40	1,305.00
55,000 lbs.	Metal Reinforcement	.044	2,420.00
110 lin. ft.	Concrete Handrail	5.00	550.00
			$ 12,184.00

Sub-total	$ 44,080.37	35,199.50
10% Engr. & Cont.	4,408.03	3,519.95
Total..........	$ 48,488.40	38,719.45

Length of Bybee Undercrossing	120 ft.	.023	miles
" " Johnson Creek Bridge	50 ft.	.009	"
Total length of Structures	180 ft.	.032	"

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-E

Concrete Pavement (44' Roadway) (Sta. 392+44.6 to 389+65) (~~Low bid prices~~) (Contr. No)

All Required	Clearing and Grubbin g		$ ~~3.38~~ 3.40
1,500 cu. yds.	Embankment in Place	$0.58	870.00
500 lin. ft.	Concrete Curb	0.35	175.00
1,300 sq. yds.	7-inch Portland Cement Conc. Pav.	1.67	2,171.00
100 lin. ft.	Expansion Joints	0.16	16.00
700 " "	Contraction Joints	0.06	42.00
300 lbs.	Tie Bars and Reinforcement	0.05	15.00
100 only	Dowels	0.20	20.00
60 cu. yds.	Sand Cushion	0.75	45.00
100 " "	Lower Course, Sub-base & Shldrs.	1.25	125.00
80 " "	Top " " "	1.75	140.00
20 " "	Filler	0.50	10.00
20 yd. mi.	Hauling Filler	0.20	4.00
100 lin. ft.	18" Concrete Pipe	2.00	200.00
25 tons	Class "A" Asphaltic Concrete	5.45	136.25
150 sq. yds.	Surface Finish Coat	0.05	7.50
	Sub-total		$ ~~3,980.13~~ 3,980.15
	10% Engr. & Cont.		~~398.01~~ [illegible]
			$ 4,378.14 [illegible]

(13)

Length 0.053 miles
Cost per mile $82,606.~~[illegible]~~ 79

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRM Funds	NRH Funds
Proj. No. NRM 168-D			
Roadwork:			
36' - 44' Taper Conn.	$ 3,553.62	$ 3,553.62	
44' Roadway	~~160,411.82~~ 170,180.77	~~160,411.82~~ 170,180.77	
	~~$ 163,965.44~~ 173,734.39	~~$ 163,965.44~~ 173,734.39	
2 Structures	$ ~~46,057.40~~ 38,719.45	$ ~~46,057.40~~ 38,719.45	
Totals for NRM 168-D	$ ~~210,022.84~~ 212,453.84	$ ~~210,022.84~~ 212,453.84	
Proj. No. NRH 168-E			
Roadwork:			
44' Roadway	$ 4,378.14	$ - -	$ 4,378.14

1645

April 10, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Bybee Undercrossing Structure and Crystal Springs Creek Bridge.

Five bid proposals and five blueprint copies of the summary sheet are being sent under separate cover.

We have not included the revised roadway quantities in the estimate for the reason that the revised plans for the roadwork are not complete. The corrected quantities will be incorporated in the agreement estimate which will be submitted after bids are received on the structures. The revised plans for the roadwork will have been submitted at that time.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salen, Oregon

REFERRED TO
Project
by State Highway Engineer

Please handle in this manner
RHB

Dear Sir:

Reference is made to Oregon U.S.Public Works projects NRM 168-D and NRH 168-E, Portland-Milwaukie section of the East Portland-Oregon City Highway.

This is to confirm our verbal concurrence in the award of contract to Parker-Schram Co., as of April 5, 1934.

It is suggested that in preparing the contract that the items and quantities in the proposal be used with the following changes and additions:

1. Increase the quantity of truck measure embankment from 10,300 Cu.Yds. to 20,300 Cu.Yds.

2. Add the following items:

0' - 4'	Trench excavation	1,900 C.Y.	at .50	950.00
4' - 8'	" "	250 C.Y.	" 1.00	250.00
8' - 10'	" "	30 C.Y.	" 1.50	45.00
Over 10'	" "	25 C.Y.	" 2.00	50.00
5' - 8'	Concrete Manholes	10 each	" 50.00	500.00
8' - 20'	" "	3 each	" 100.00	300.00
10"	Drain Pipe	700 Lin.Ft.	" .60	420.00
12"	" "	550 Lin.Ft.	" .85	467.50
15"	" "	300 Lin.Ft.	" 1.25	375.00
	Sod Removal	250 Sq.Rods	" .60	150.00
	Marsh Excavation	14,000 Cu.Yds.	" .20	2,800.00
			Sub-total	6,307.50
Additional truck measure embankment under 1 above				7,000.00
				13,307.50

It will also be necessary to submit revised title sheet and sheets showing revision of alignment. The project agreement estimate should also show revised quantities.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

March 8, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of the last two pages of the estimate for the North Unit, Portland-Milwaukie Section, Projects No. NRM 168-D and NRM 168-E. In the copies sent to you previously, an error was made in the estimate for the Bybee Undercrossing Structure, and the enclosed sheets are to replace those in the estimate which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

March 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Bybee Undercrossing Structure, Project No. NRH 168-D. Five bid proposals are being sent under separate cover.

The alignment at the south end of the roadwork on this project, which involves Project NRH 168-E as well, was changed slightly and this has changed the station of the city limits from Station 392+55 to Station 392+44.6. As this changes the lengths of each of the projects and also the quantities of work to be done, the quantity summary and the estimate have been revised to conform with these changes.

The unit prices used in the enclosed estimate for the roadwork and the Johnson Creek culvert are the low bids that were received on February 15th.

We are sending five blueprint copies of sheets 2 and 3 of the roadway plans, which sheets have been revised to conform with the changes mentioned above.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works project NRM 168-D and NRH 168-E, Portland-Milwaukie section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority for advertising.

Review of the plans on this project have not been completed at this date and the above authority is granted with the understanding that any corrections that might be found necessary will be made.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

1182

February 28, 1934.

Mr. J. M. Devers:

Attention Mr. DeSouza

I am handing you one set of blueprints for the P.E.P. undercrossing on the Portland-Milwaukie Super Highway. These blueprints bear the approval of Mr. T. Pumphrey for the P.E.P. Co. This is our only set of approved plans and I am giving them to you because I thought you would want to introduce an approved set at the hearing. I am also giving you three additional sets of plans.

Mr. Paxson has had a conference with the P.E.P. officials and this job will be handled practically the same as the Buxton Undercrossing, with the following exceptions.

1. The P.E.P. Company desires to lay its own track and own trolley.
2. The structure will probably be built with a shoofly instead of driving through the present embankment. We haven't definitely decided yet, but it wont make any difference at the hearing because costs are not materially effected either way. It is purely a matter of construction difficulties, in moving the pile driver under their trolley wires.

There are two points that will probably be contested, as follows:

1. Notwithstanding the fact that Mr. Pumphrey has approved the plans, he is going to ask for abutments instead of pile trestle approaches; however, he said he was not going to be insistent on that, and has approved these plans as they are.
2. The company is going to ask that they be relieved from all responsibility as regards flagmen and watchmen, which is something we haven't done in the case of

other railroads.

These last two matters will doubtless come up at the hearing, and I see no way in which we can iron them out in advance.

Mr. Chase and Mr. Paxson will both be at the hearing.

C. B. McCullough

CBM:AP

cc Mr. R. H. Baldock
Mr. O. A. Chase

168-15

February 19, 1934

James McI. Wood, West & Co.
Failing Building
Portland, Oregon

Attention of Mr. L. A. West

Gentlemen:

We are in receipt of your letter of February 17 inquiring which company furnished the bid bond on behalf of the United Contracting Company in connection with its proposal submitted to the Highway Commission on February 15 for the construction of the North Unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway.

We do not keep a record of the bid bonds furnished by the bidders, and as the United Contracting Company did not submit the low bid its bond was returned to it last Friday; we are, therefore, unable to give you the name of the surety company.

Very truly yours

Secretary

HBG:AJ

NATIONAL SURETY CORPORATION
NEW YORK, N.Y.
VINCENT CULLEN
PRESIDENT

JAS. McI. WOOD, WEST & CO.
JAS. McI. WOOD L. A. WEST
RESIDENT AGENTS
[redacted]
PORTLAND, OREGON
GENERAL INSURANCE
SURETY BONDS
PHONE ATWATER 8643
625 FAILING BLDG.

February 17, 1934.

Oregon State Highway Commission,
SALEM, OREGON

Gentlemen:

May we ask you to furnish us with information as to which Company furnished the bid bond on behalf of the United Contracting Company, of this city, covering the East Portland-Oregon City Section of Highway.

Thanking you in advance for this favor, we remain,

Very truly yours,

JAMES McI. WOOD, WEST & CO.

By L. A. West
S.

MS.

FORM B-E-1 18294 1M 1 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

~~168-D~~
168-D

February 16, 1934.

Mr. Joseph H. Anderson
3132 69th Avenue, N. E.,
Portland, Oregon.

Dear Sir:

Award of contract for the bridge across Johnson Creek on the Portland-Oregon City Super-Highway in Multnomah County, for which you were the low bidder is being held by the Highway Commission. Before this award can be made it will be necessary that you file a statement with this office to the effect that all sand and gravel purchased for use in connection with this job will be purchased from a dealer who is registered under the sand and gravel code.

We will be glad to hear from you in regard to this matter at the earliest possible date.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. R. H. Baldock ✓
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

January 30, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon U.S. Public Works project NRM 168-D and NRH 168-E have today been recommended for approval. This is your authority to advertise. Award of contract should not be made, pending approval of the revised project statement covering this work.

We should have the usual number of copies of city resolution by the City Commission of Portland, regarding future encroachments, etc.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

FORM S-A-1 10168 10M 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

[illegible]
OF PORTLAND, OREGON

1685

January 25, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. A. McClure, Secretary
City Planning Commission
Room 413 City Hall
Portland, Oregon

[illegible]

Dear Sir:

In response to your communication of January 23, relative to the change in Johnson Creek, I wish you had informed us of this change before. It may delay the award of the contract which we planned in February inasmuch as it involves the redesign of the structure and the recomputation of quantities. We are, however, giving the matter our immediate attention.

In this connection it will be necessary to backfill the present channel and we would appreciate your doing this with the C. W. A. funds. It will be necessary to either roll or tamp the embankment so as to prevent settlement of our pavement. The embankment should be tamped in 8-inch layers. Please advise if you will do this.

Very truly yours,

State Highway Engineer

RHB:HI

cc C. B. McCullough
S. H. Probert

CITY PLANNING COMMISSION
OF PORTLAND, OREGON

J. C. AINSWORTH, PRESIDENT J. P. NEWELL, CONSULTANT

C. A. McCLURE, SECRETARY
ROOM 418 CITY HALL
ATWATER 4121
HOUSE 379

MEMBERS EX-OFFICIO
GEO. L. BAKER, MAYOR
FRANK S. GRANT, CITY ATTORNEY
O. LAURGAARD, CITY ENGINEER

MEMBERS APPOINTED BY THE MAYOR
J. C. AINSWORTH
HENRY E. REED
B. W. SLEEMAN
COE A. McKENNA
JOHN A. LAING
C. W. NORTON
E. F. LAWRENCE

January 23rd,
1934.

RECEIVED
JAN 24 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

C. W. A. project No. 249 is a project to straighten and clean out the channel of Johnson Creek within the limits of the City of Portland. That section of Johnson Creek between the Southern Pacific Railroad and Umatilla Street is an oxbow which now crosses the line of the proposed Oregon City Super-highway just south of the intersection of Tenino Street and Southwest 26th Avenue. This will necessitate a culvert or bridge which I suppose would be designed and constructed under your supervision. We have decided that under the above mentioned project No. 249 it would be a worth while thing to cut across this oxbow and build a new channel for Johnson Creek running practically straight east and west and perhaps 50 feet north of the north line of Umatilla Street.

I am writing this so that you may be advised of this condition and make necessary investigations to change the design of your crossing structure if you deem it necessary.

Yours truly,

C. A. McClure THR

THR:es SECRETARY, CITY PLANNING COMMISSION.

January 29, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of pages 22 and 30 of the Special Provisions for the North Unit, Portland-Milwaukie Section, Projects No. NRM 168-D and NRS 168-E. Changes have been made in the last paragraph on page 22 and in the second paragraph of page 30.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

168 D

January 29, 1934

Mr. C. E. Carter
822 Spalding Building
Portland, Oregon

Dear Sir:

We are enclosing herewith summary of estimated costs of the various lines on the Portland-Milwaukie Section of the East Portland-Oregon City Highway.

The right of way costs shown thereon are based upon revised figures and differ from those shown on the detailed estimates which we sent to you last Friday.

Yours truly

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. McCallister/GS

Encl.

January 26, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the North Unit, Portland-Milwaukie Section, Projects No. NRM 168-D and NRM 168-E.

Five sets of blueprint plans and five bid proposals each for the roadwork and the Johnson Creek Bridge are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 168-D

NORTH UNIT, PORTLAND-MILWAUKIE SECTION OF THE
EAST PORTLAND-OREGON CITY HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 25, 1934.

NATIONAL RECOVERY PROJECT NO. NRM 168-D

Asphaltic Pavement (36' - 44' Taper Connection) (Sta. 493+70 to Sta. 490+51).

All Required		Clearing and Grubbing		$ 20.00
200	cu. yds.	Embankment in Place	$0.55	110.00
300	sq. yds.	Pavement Removal and Sloping	0.50	150.00
350	lin. ft.	Removal of Curbs	0.05	17.50
350	" "	Concrete Curb	0.50	175.00
100	cu. yds.	Lower Course, Sub-base and Shoulders	1.50	150.00
70	" "	Top " " " "	1.50	105.00
50	" "	3/4" - 0" Screenings	2.00	100.00
20	" "	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
165	tons	Class "A" Asphaltic Concrete	6.50	1,072.50
300	"	" "C" " "	6.50	1,950.00
5	"	" "E" " "	7.00	35.00
1,800	sq. yds.	Surface Finish Coat	0.05	90.00
			Sub-total	$3,989.00
			10% Engr. & Cont.	398.90
			Total........	$ 4,387.90

Length .060 miles
Cost $73,131.66

Concrete Pavement (44 Foot Roadway) (Sta. 490+51 to 392+55)

All Required		Clearing and Grubbing		$ 200.00
700	cu. yds.	Trench Excavation	$1.00	700.00
10,300	" "	Truck Measure Embankment	0.50	5,150.00
49,500	" "	Embankment in Place	0.55	27,225.00
1,300	lin. ft.	8" Drain Pipe	0.60	780.00
100	" "	8" " " under Pavement	1.00	100.00
100	" "	Salvaging Drain Pipe	0.30	30.00
60	cu. yds.	Class "A" Concrete	20.00	1,200.00
23	only	Concrete Catch Inlets	20.00	460.00
3,100	sq. yds.	Pavement Removal and Slope Paving	0.50	1,550.00

1,750	lin. ft.	Removal of Curb	$0.05	$ 87.50
3	only	Removal of Inlets	2.00	6.00
21,350	lin. ft.	Concrete Curb	0.50	10,675.00
900	sq. yds.	Concrete Sidewalks	1.30	1,170.00
43,450	" "	7" Portland Cement Concrete Pavement	1.70	73,865.00
2,600	" "	6" " " " "	1.60	4,160.00
3,960	lin. ft.	Expansion Joints	0.20	792.00
27,700	" "	Contraction Joints	0.05	1,385.00
29,900	lbs.	Tie Bars and Reinforcement	0.06	1,794.00
2,470	only	Dowels	0.20	494.00
1,630	cu. yds.	Sand Cushion	1.00	1,630.00
3,490	" "	Lower Course, Sub-base and Shoulders	1.50	5,235.00
1,550	" "	Top " " " "	1.50	2,325.00
150	" "	3/4" - 0" Screenings	2.00	300.00
440	" "	Filler	0.50	220.00
440	yd. mi.	Hauling Filler	0.20	88.00
720	tons	Class "A" Asphaltic Concrete	6.50	4,680.00
4,550	sq. yds.	Surface Finish Coat	0.05	227.50

Sub-total $ 146,529.00
10% Engr. & Cont. 14,652.90

Total $ 161,181.90

Length 1.823 miles
Cost per mile $88,415.74

Erbes Blvd. Undercrossing (Sta. A38+20 to A40+00)

All Required		Clearing and Grubbing		$ 10.00
9,800	cu. yds.	Embankment in Place	$ 0.55	5,390.00
15	lin. ft.	48-inch Concrete Pipe	10.00	150.00
1,100	" "	Concrete Curb	0.50	550.00
1,000	sq. yds.	Concrete Sidewalks	1.30	1,300.00
550	" "	7-inch Portland Cement Concrete Pave.	1.70	935.00
40	lin. ft.	Expansion Joints	0.20	8.00
300	" "	Contraction Joints	0.05	15.00
100	lbs.	Tie Bars and Reinforcement	0.06	6.00
30	only	Dowels	0.20	6.00
10	cu. yds.	Sand Cushion	1.00	10.00
10	" "	Lower Course Sub-base and Shoulders	1.50	15.00
200	" "	Top Course, " " "	1.50	300.00
20	" "	Filler	0.50	10.00
20	" "	Hauling Filler	0.20	4.00
190	tons	Class "A" Asphaltic Concrete	6.50	1,235.00
350	"	Class "C" " "	6.50	2,275.00
10	"	Class "E" " "	7.00	70.00
2,200	sq. yds.	Surface Finish Coat	0.05	110.00

$ 12,399.00

Johnson Creek Bridge (Sta. 402+30 - 401+80)

630	cu. yds.	Excavation	$4.00	$ 2,520.00
10	" "	" below plane	5.00	50.00
3,500	lin. ft.	Foundation Piling	0.60	2,100.00
320	cu. yds.	Class "A" Concrete	21.00	6,720.00
75	" "	" Seal "	22.00	1,650.00
55,000	lbs.	Metal Reinforcement	.055	3,025.00
110	lin. ft.	Concrete Handrail	4.00	440.00
				$ 16,505.00
			Sub-total	$ 28,904.00
			10% Engr. & Cont.	2,890.40
			Total	$ 31,794.40

Length of Bybee Undercrossing	120 ft.	.023 miles
" " Johnson Creek Bridge	50 ft.	.009 "
Total length of Structures	170 ft.	.032 "

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-E

Concrete Pavement (AA' Roadway) (Sta. 392+55 to 389+65)

All Required		Clearing and Grubbing		$ 20.00
2,400	cu. yds.	Embankment in Place	$0.55	1,320.00
500	lin. ft.	Concrete Curb	0.50	250.00
1,300	sq. yds.	7-inch Portland Cement Concrete Pav.	1.70	2,210.00
100	lin. ft.	Expansion Joints	0.20	20.00
700	" "	Contraction Joints	0.05	35.00
300	lbs.	Tie Bars and Reinforcement	0.06	18.00
100	only	Dowels	0.20	20.00
60	cu. yds.	Sand Cushion	1.00	60.00
100	" "	Lower Course, Sub-base & Shldrs.	1.50	150.00
80	" "	Top " " " "	1.50	120.00
20	" "	Filler	0.50	10.00
20	" "	Hauling Filler	0.20	4.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
25	tons	Class "A" Asphaltic Concrete	6.50	162.50
150	sq. yds.	Surface Finish Coat	0.05	7.50
			Sub-total	$ 4,607.00
			10% Engr. & Cont.	460.70
				$ 5,067.70

Length	0.055 miles
Cost per mile	$92,140.00

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRM Funds	NRH Funds
Proj. No. NRM 168-D			
Roadwork:			
36' - 44' Taper Conn.	$ 4,387.90	$ 4,387.90	$ - -
44' Roadway	161,181.90	161,181.90	- -
	$165,569.80	$ 165,569.80	
2 Structures	31,794.40	31,794.40	- -
Totals, Proj. NRM 168-D	$197,364.20	$ 197,364.20	
Proj. No. NRH 168-E			
Roadwork:			
44' Roadway	$ 5,067.70	$ - -	$ 5,067.70

1,750	lin. ft.	Removal of Curb	$0.05	$ 87.50
3	only	Removal of Inlets	2.00	6.00
21,350	lin. ft.	Concrete Curb	0.50	10,675.00
900	sq. yds.	Concrete Sidewalks	1.30	1,170.00
43,450	" "	7" Portland Cement Concrete Pavement	1.70	73,865.00
2,600	" "	6" " " " "	1.60	4,160.00
3,960	lin. ft.	Expansion Joints	0.20	792.00
27,700	" "	Contraction Joints	0.05	1,385.00
29,900	lbs.	Tie Bars and Reinforcement	0.06	1,794.00
2,470	only	Dowels	0.20	494.00
1,630	cu. yds.	Sand Cushion	1.00	1,630.00
3,490	" "	Lower Course, Sub-base and Shoulders	1.50	5,235.00
1,550	" "	Top " " " "	1.50	2,325.00
150	" "	3/4" - 0" Screenings	2.00	300.00
440	" "	Filler	0.50	220.00
440	yd. mi.	Hauling Filler	0.20	88.00
720	tons	Class "A" Asphaltic Concrete	6.50	4,680.00
4,550	sq. yds.	Surface Finish Coat	0.05	227.50
			Sub-total	$ 146,529.00
			10% Engr. & Cont.	14,652.90
			Total	$ 161,181.90

Length 1.823 miles
Cost per mile $88,415.74

Bybee Blvd. Undercrossing (Sta. 428+20 to 440+00)

All Required		Clearing and Grubbing		$ 10.00
9,800	cu. yds.	Embankment in Place	$ 0.55	5,390.00
15	lin. ft.	48-inch Concrete Pipe	10.00	150.00
1,100	" "	Concrete Curb	0.50	550.00
1,000	sq. yds.	Concrete Sidewalks	1.30	1,300.00
550	" "	7-inch Portland Cement Concrete Pave.	1.70	935.00
40	lin. ft.	Expansion Joints	0.20	8.00
300	" "	Contraction Joints	0.05	15.00
100	lbs.	Tie Bars and Reinforcement	0.06	6.00
30	only	Dowels	0.20	6.00
10	cu. yds.	Sand Cushion	1.00	10.00
10	" "	Lower Course Sub-base and Shoulders	1.50	15.00
200	" "	Top Course, " " "	1.50	300.00
20	" "	Filler	0.50	10.00
20	" "	Hauling Filler	0.20	4.00
190	tons	Class "A" Asphaltic Concrete	6.50	1,235.00
350	"	Class "C" " "	6.50	2,275.00
10	"	Class "E" " "	7.00	70.00
2,200	sq. yds.	Surface Finish Coat	0.05	110.00
				$ 12,399.00

CONTRACT #1625,
1626

WPA Coos Bay Bridge (2nd Folder) - 1935
1936

14 1940
FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1940

Subject: Coos Bay Bridge,
Contracts No. 1625
and 1626

To: Mr. H. B. Glaisyer
Secretary
Office

RECEIVED
JAN 30

Dear Sir:

Herewith approved plans, specifications, and executed contracts on the above-named job. This set of documents should be retained intact in your file as it represents the official approved copy and will be referred to as such by the Public Works Administration.

Very truly yours,

G. S. Paxson
Bridge Engineer

By W A Reeves

W. A. Reeves
Office Engineer

CAG CM
Attached

FORM 5-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, [illegible]VILLE
H. B. [illegible] SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
MAY 20 1937
FOR FILING
[illegible]

May 18, 1937

Mr. C. C. Hockley
State Director
Public Works Administration
506 Failing Building
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Please refer to your letter of May 17, 1937, with regard to credit for steel sheet piling sold from the Coos Bay Bridge.

The information you requested is as follows:

1. Yes.

2. Piling were sold to the high bidder, the Portland Dredging Company on October 11, 1936.

3. Advertisement for bids was published in the "Daily Journal of Commerce" on August 28, 1936, September 1, 1936, and September 4, 1936.

Bids received were as follows:

1. Portland Dredging Company, Portland, Oregon $12.00 per ton.
2. United Commercial Company, San Francisco, California, $10.00 per ton.

3. Ocean Dock Terminal & Supply Company, Marshfield,Oregon, $105.00 for lot.

There was delivered to the high bidder 134.064 tons at $12.00 per ton or $1,608.77.

If the sale of these piling require a revision to Change Orders 7 and 15 CBB, pleaseconsider this letter our request for same.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Bridge Engineer

CAG DB
cc C. C. Hockley
A. E. Eberhardt
R. H. Baldock
J. M. Devers

RECEIVED
FEB 25 1937
FOR FILING

February 24, 1937

Price, Waterhouse & Co.
1412 American Bank Building
Portland, Oregon

Gentlemen:

I am returning to you herewith verification of the amount due the Warren Northwest Inc. on their final estimate for the construction of the Coos Bay Bridge on the Oregon Coast Highway, Coos County.

A check of the figures shown on your statement reveals them all to be correct.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

incl.

January 25, 1937

REFERRED TO
JMM
BY SECRET

please keep
this in mind
and give me the
figures when they
are available
HBG

ouse & Co.
Bank Building
gon

Acknowledgment is made of the receipt of your communication of the 20th instant requesting the verification of the amount due Warren Northwest Inc., Portland, on their final estimate for the construction of the Coos Bay Bridge on the Oregon Coast Highway at North Bend.

I regret to inform you that I am not in a position to definitely verify your figures at this time and will not be in a position to do so until after the next regular meeting of the State Highway Commission on February 4. I will keep your letter on my desk and will write you again when the Highway Commission has taken definite action in connection with this contract.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

January 25, 1937

Price, Waterhouse & Co.
1412 American Bank Building
Portland, Oregon

Gentlemen:

Acknowledgment is made of the receipt of your communication of the 20th instant requesting the verification of the amount due Warren Northwest Inc., Portland, on their final estimate for the construction of the Coos Bay Bridge on the Oregon Coast Highway at North Bend.

I regret to inform you that I am not in a position to definitely verify your figures at this time and will not be in a position to do so until after the next regular meeting of the State Highway Commission on February 4. I will keep your letter on my desk and will write you again when the Highway Commission has taken definite action in connection with this contract.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

V. B. G.

Final figures on this not available until after com meeting of 2-1-'37

C.G.

CO.
ilding

January 20, 1937

mpany show that, under
due from you on the

bonus	$1,481,736.10
f work	3,375.00
	$1,485,111.10
#22	$1,452,012.79
	$ 33,098.31

d of:

$ 44,907.61
24,334.94
$ 20,572.67
12,525.64
$ 33,098.31

n of these accounts, will
th your records, and if
correct, sign in the space indicated below and return in the enclosed envelope.

Copy of

Thanking you in anticipation of your courtesy, we are,

Yours very truly,

PRICE, WATERHOUSE & CO.

Authorized:

Warren Northwest, Inc.

R.H.Eppling
Secretary

The foregoing statement is correct: ______________________

By______________________

RHOUSE & CO.
Bank Building
Oregon

January 20, 1937

State Highway Department
State of Oregon
Salem, Oregon

Dear Sir:

Northwest Roads Co.
Portland, Oregon

The accounts of the above company show that, under date of December 31, 1936 there was due from you on the final estimate:

Total estimate, exclusive of bonus	$1,481,736.10
Bonus for early completion of work	3,375.00
	$1,485,111.10
Less:	
Total payments, per estimate #22	$1,452,012.79
Balance due	$ 33,098.31

The above balance is composed of:

Retained money	$ 44,907.61
Less: Cement adjustment	24,334.94
	$ 20,572.67
On final estimate	12,525.64
	$ 33,098.31

To facilitate our examination of these accounts, will you kindly compare this statement with your records, and if correct, sign in the space indicated below and return in the enclosed envelope.

Thanking you in anticipation of your courtesy, we are,

Yours very truly,

PRICE, WATERHOUSE & CO.

Authorized:

Warren Northwest, Inc.

R.H.Eppling
Secretary

The foregoing statement is correct: ____________________

By____________________

Figures checked with final voucher 2/24/37

Copy of statement sent to Price Waterhouse 2/24

COPY

PRICE, WATERHOUSE & CO.
1412 American Bank Building
Portland, Oregon

January 20, 1937

State Highway Department
State of Oregon
Salem, Oregon

Dear Sir:

Northwest Roads Co.
Portland, Oregon

The accounts of the above company show that, under date of December 31, 1936 there was due from you on the final estimate:

Total estimate, exclusive of bonus	$1,481,736.10
Bonus for early completion of work	3,375.00
	$1,485,111.10
Less:	
Total payments, per estimate #22	$1,452,012.79
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The above balance is composed of:

Retained money	$ 44,907.61
Less: Cement adjustment	24,334.94
	$ 20,572.67
On final estimate	12,525.64
	$ 33,098.31

To facilitate our examination of these accounts, will you kindly compare this statement with your records, and if correct, sign in the space indicated below and return in the enclosed envelope.

Thanking you in anticipation of your courtesy, we are,

Yours very truly,

PRICE,WATERHOUSE & CO.

Authorized:

Warren Northwest, Inc.

R.H.Eppling
Secretary

The foregoing statement is correct: ____________________

By____________________

Figures checked with final voucher 2/24/37

Copy of statement sent to Price Waterhouse on 2/24/37

February 5, 1937

Price, Waterhouse & Company
American Bank Building
Portland, Oregon

Gentlemen:

I regret that I am not able to advise you today regarding the payment of the final amount due Warren Northwest, Inc., for the construction of the Coos Bay Bridge.

It was my intention to bring this matter to the attention of the State Highway Commission at the meeting which was scheduled to be held on February 4 but I could not do so because the meeting was postponed for two weeks, until February 18. I will bring it to the attention of the Commission on the 18th and sooner, if a special meeting of the Commission is called.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

PRICE, WATERHOUSE & CO.

AMERICAN BANK BUILDING

PORTLAND, OREGON

February 4, 1937

RECEIVED
FEB 5 1937
OREGON
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

WARREN NORTHWEST, INC.

We wish to thank you for your letter of January 25, 1937 and note that you will be in a position to advise us after February 4 regarding the balance due to the above company in respect of the construction of the Coos Bay Bridge.

We shall appreciate it if you will advise us regarding this matter at your earliest convenience.

Yours very truly,

Price, Waterhouse & Co.

ANSWERED
H. B. G.

5-E-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RHB

RECEIVED
JAN 27 1937
FOR FILING

January 26, 1937.

Mr. C. C. Hockley
State Director, P. W. A.,
508 Failing Building
Portland, Oregon.

Dear Sir:

I have your letter of January 23, 1937, commenting on our request dated December 31, 1936, for approval of a change order on the Northwest Roads Company contract for the Coos Bay Bridge, Docket Oregon 982. Your comments are confined to three items of this request:

Additional cement furnished by use of bulk cement.
Increase in foreman's rate of pay.
Bonus payment.

Additional Cement: Cement is either shipped in bags or in bulk. Shipment in bags is the common method for a relatively small job. The Coos Bay Bridge is the first job using bulk delivery of cement in the history of this department. By shipping in bags the contractor sustains no loss unless a whole bag is lost or damaged in shipment. Actually there is a loss of cement from leakage through the sack and from the cement remaining in the sack after dumping. Since the bags are not weighed but are accepted as a bag of cement, this loss is not charged to the contractor but is assumed by the state. This is an actual and not a theoretical loss. The proportions of the mix are closely controlled. The cement which does not go into the concrete is reflected in lower concrete strengths which are corrected by increasing the richness of the mix. Under our specifications, the amount of cement used means nothing to the contractor. The state controls the mix and takes the saving or assumes the loss, should the amount used vary from that guaranteed the contractor. The losses on bag delivery of cement therefore are entirely borne by the state.

The delivery of bulk cement is a different matter. The cement is not packaged at the manufacturer's plant and accepted as full weight from then on. The weight upon which the engineer's computation for adjudication of cost, as per Article 3046 of the general specifications, is based, is the weight taken as the cement enters the mixer. All losses in shipment and handling are therefore borne by the contractor. This is a real and sizeable loss. On the Coos Bay Bridge the contractor paid for and shipped to the job 904.7 bbls of cement more than we have a record of weighing into the mixer.

In fairness to the contractor, we believe that the difference in the application of the specification to the two methods of cement delivery should be equalized and that this contractor should not be penalized for having elected to make delivery of cement in bulk. The state undoubtedly benefited by reason of the increased strengths obtained from the same indicated, but actually greater, amount of cement delivered. It is to equalize this difference that we have proposed the adjustment. The adjustment takes into account the average amount of cement which is left in the bag after dumping. This is not all the contractor's loss but since other sources of loss are impossible of substantiating, they are not considered. We would ask your reconsideration and approval.

Increase in Foremen's Rate of Pay:

It is apparent that in our submission of the change order request, we did not make this matter clear to you. It is true that the state's engineer instructed the contractor to increase the rate of pay of certain of his foremen. However, these instructions were given at the direct order of the Public Works Administration. I am attaching hereto copies of letters pertaining to this incident.

Under date of November 16, 1934, P.W.A. Resident Engineer Inspector Dolan wrote to Mr. Corey, State Engineer Inspector, calling his attention to the alleged violation of agreement in regard to foremen's pay. This is set forth in the third paragraph of the attached letter, a copy of which was sent to Mr. Archibald, State's Resident Engineer. Under date of November 19, 1934, Mr. Ardhibald instructed the contractor to change his wage scale in accordance with Mr. Dolan's letter. These instructions are contained in the second paragraph of the attached letter. Under date of November 23, 1934, the State received the attached letter from Mr. Corey. The state had no intention of ordering the contractor to pay more than the wage specified in his contract. Our order to him was at the direction of the P.W.A. and upon their representation that to do otherwise was a violation of our agreement. We are not asking that the entire amount proposed in this adjustment to compensate for the erroneous ruling be paid from federal funds, but are only asking that it be approved for grant basis. We believe that a study of the above will show the reasonableness of this request.

Bonus Payment:

This same question has been discussed before in connection with other contracts in this docket. We do not dispute that the state benefited by the early completion of the structure and the discontinuance of ferry operation. The bonus, however, was an item of the contract as approved by P. W. A. As such it appears to us to be eligible for grant basis the same as are other items of the contract.

I wish to thank you for the opportunity to present the above before your decision is reached on this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

Enclosures

cc R. H. Baldock
J. M. Devers

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS COPY

Inspection Division

North Bend, Oregon
November 16, 1934.

Mr. R. H. Corey
State Engineer Inspector, PWA
523 U. S. Court House
Portland, Oregon.

SUBJECT: Violations Coos Bay Bridge
PWA Docket #982

Dear Mr. Corey:

Mr. C. H. Ware, rigger foreman for the contractor, has not changed his manner of work since I spoke to Mr. Panton, superintendent for the contractor, in your presence about this foreman working as a mechanic or laborer most of his time. Saturday afternoon, Nov. 10th, he handled the guide rope on a clam-shell excavator for 5½ hours. Tuesday and Wednesday afternoons he did the same work. This job would ordinarily be that of a 'pit-man' at $0.75 per hour. This man seldom if ever has more than one man working with him and is working alone a considerable part of the time. It is my judgement that he should be put on a 30 hour week in accordance with par. 3 of P.W. 14954. If this par. 14954 does not apply he should be excluded from the job as he has no card from the N. R. Service.

Mr. A. Zori, rigger foreman at $1.30 per hour, is shown on the time-book every day at 8 hours. I have had a feeling for some time that he worked more than 8 hours per day and a careful check for the past two weeks shows him to have worked at least 9 hours per day and up to 9½ hours, every day except Saturday, Nov. 10th, when he worked 8 hours.

Three foremen receiving $54.00 per week have foremen under their supervision receiving $1.30 per hour, according to P. W. 6496 these three foremen should receive $58.50 per week. Mr. M. J. Kern receives $54.00 per week and has at least one foreman, Mr. S. Everett working under him at $1.30 per hour. Mr. E. A. Pase receives $54.00 per week and has working under him Mr. Geo. Shea and Mr. Joe Bushaw, foremen, at $1.30 per hour. Mr. Chas. Johnson receives $54.00 per week and has Mr. C. E. Ware and Mr. A. Zori foremen at $1.30 per hour working under him.

All of the above are violations and I am therefore reporting them to you as such.

Yours very truly,
Samuel M. P. Dolan (signed)
Samuel M. P. Dolan
Resident Engineer Inspector

1 cc Mr. R. Archibald
2 cc Mr. R. H. Corey -- for distribution
3 cc Mr. H. A. Grey

IONERS
RY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

COPY

North Bend, Oregon,
Nov. 19, 1934.

Northwest Roads Co.,
North Bend, Oregon.

Attention Mr. Panton

Dear Sir:

I am in receipt of a letter from Mr. Dolan, R.E.I. for the P.W.A. along with a copy of a letter to Mr. Corey, State Inspector for the P.W.A. in which the following violations and remarks are set forth:

> Three foreman who are receiving $54.00 a week, have foreman working under their immediate direction receiving $1.30 per hour. In accordance with Paragraph 17 of the Federal Regulations in the specifications, it will be necessary to pay these foreman $58.50 per week if they work over 40 hours per week. This will be retroactive from the time that the $1.30 per hour foreman were placed under their immediate direction. The foremen in question are Chas. Johnson, E. A. Paco, and M. J. Kern.
>
> The work that C. C. Ware, rigger foreman has been doing most of the time is not of such a nature as to class him as a foreman with unlimited hours. He should be put on a 30 hour week if he is to continue on doing the work of a journeyman or laborer.
>
> A. Zori, rigger foreman at $1.30 per hour rate, has been shown on the payroll as working 8 hours aday and a careful check for the past three weeks shows him to have worked from 9 to 9½ hours per day, except November 10th, when he worked 8 hours. This is not only a violation as shown by your certified payroll but also a violation of the 8 hour a day state law.
>
> Other violations which are numerous on this job are: laborers and helpers doing firemen's work, foreman doing journeyman's work, helpers doing skilled labor work, foreman installing machinery with a laborer as a helper.
>
> The split shift of the night watchman has been mentioned as a subterfuge. This I believe is a violation of the NRA code. It is requested that he be asked to leave the premises from 11:00 PM to 2 AM or else considered on duty throughout the entire night and paid accordingly.
>
> This job has been going long enough now that all who are connected with it are familiar with the regulations and I can see no excuse for the continued violations as set forth.

It appears to me that this job has been "put on the spot" primarily because of the antagonistic attitude shown toward local labor and toward regulations as set forth in the specifications, by your organizations. Cannot this be remedied so that things will work more smoothly?

Yours very truly,

Raymond Archibald (signed)

Resident Bridge Engineer

cc C. E. McCullough

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
Inspection Division

527 U. S. Courthouse
Portland, Oregon.
November 23rd, 1934.

COPY

State Highway Commission
Salem, Oregon.

Subject: Labor Violations
Coos Bay Bridge, PWA Docket #982

Gentlemen:

I am enclosing a copy of a letter dated November 16, 1934, to your Mr. R. Archibald, Resident Engineer at the Coos Bay Bridge Project, and a copy of a letter sent to this office, both from Mr. Samuel M. P. Dolan, P.W.A. Resident Engineer Inspector, concerning a number of labor violations of classifications, wages, and hours.

As you doubtless know, the situation in this respect at the Coos Bay Bridge has been very much worse than at the other four bridges. It is a matter that has been giving all of us considerable concern and has required a great amount of the P.W.A. Resident Engineer Inspector's time there to keep it from getting completely out of hand.

You have a copy of the P.W.A. Manual for Engineer Inspectors. On Pages 33 to 37 and 61 of the Manual are given our instructions in connection with violations. Your duty and responsibility to correct same is set forth in the P.W.A. Loan Agreement.

It would be regretted if this office would be compelled to refuse approval of any further monthly payments to the contractor or to yourselves on account of P.W.A. Loan and Grant Agreement, according to our instructions on Page 33, paragraph 3 of the Manual. I wish to assure you that our instructions in this respect will be observed.

I hope that the various violations can be cleared up by you at once, and that in the future there will not be further difficulty.

Yours very truly,

R. H. Corey (signed)
R. H. Corey
State Engineer Inspector for Oregon & Washington PWA

3ccs Mr. H. A. Grey
1 cc Mr. C. C. Hockley (Encl)
1 cc Mr. H. R. Munson
1 cc Mr. J. E. Donaldson
1 cc Mr. Samual M. P. Dolan

RECEIVED
JAN 21 1937
FOR FILING

January 15, 1937

Mr. R. H. Baldock:

Reference is made to the attached final estimate for the structural steel work on the Coos Bay Bridge in favor of the Virginia Bridge and Iron Company, contractors.

You will note that under Item 2, we are deducting 243,179 pounds of structural silicon steel at $0.0762, making a total of $18,530.24. You will also note that it is again added under "Change Orders", the reason for this being that our original contract showed an amount of 2,800,000 pounds of structural silicon steel and the 243,179 represents an over-run which, in accordance with the practice of the P.W.A., must be carried as a Change Order.

The amount of silicon structural steel paid for and the amount of the final estimate is not different than it would be if the estimate had been made up in our regular form showing the actual amount of structural steel directly under the bid item.

WAReeves

W. A. Reeves

WAR LD
Attached

FORM 3-E-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
JAN 11 1937
FOR FILING

R. H. B.

Coos Bay [illegible]

NOTED

December 31, 1936

Mr. C. C. Hockley, State Director
Public Works Administration
503 Failing Building
Portland, Oregon

Dear Sir:

We hereby request your approval of the following items that appear on the final estimate to be paid the Northwest Roads Company, contractors for Units A, C and D of the Coos Bay Bridge, P. W. A. Docket No. Oregon 962.

1.	Foundation Pile cut-off	$ 695.54
2.	Fender Pile cut-off	5.64
3.	Cement adjustment	- 22,344.94
4.	Special adjustment	4,880.02
5.	Bonus payment	3,375.00
	Total	$- 13,388.74

An explanation of the items is as follows:

1. This item is paid the contractor under authority given in Article 3036 of the standard specifications. Price Agreement No. 6 attached is to support this item.

2. This item is paid the contractor under authority given in Article 3036 of the standard specifications. Price Agreement No. 5 attached is to support this item.

3. This item is charged to the contractor under the authority given in Article 3046 of the standard specifications. Price Agreement No. 4 attached is to support this item.

4. On completion of the work, the contractor presented claims for extra compensation on the premise that changes in plans and certain items of extra work ordered that were not shown on the bidding plans increased the cost of the work. The "Agreement" attached sets forth the

claims presented, the items that were allowed and the reason for allowing these items as just claims against the job.

We wish to call your attention to the excerpt from the Commission Minutes of the meeting of December , 1936, wherein the Commission approved the payment of the claims as set forth in the "Agreement", provided your office would approve them and consider them a part of the grant base.

5. The contracts for the work specified a total amount of bonus per day to be paid the two contractors for completion of the structure before the specified completion date. The structure was opened to traffic 135 days before the specified date and the two contractors are entitled to $6,750.00 bonus. The two contractors have entered into an agreement to divide the bonus equally between them and the portion due this contractor is $3,375.00. Copies of the letters agreeing to this division of bonus are attached.

The total of this change order request is $ - 13,338.74.

May we have your early consideration of the above so we can prepare the final Form I-23 for this contract.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By

G. S. Paxson,
Acting Bridge Engineer

CAG:FL

6 cc - Mr. C. C. Hockley
1 cc - Mr. J. M. Devers
Mr. R. H. Baldock
Mr. A. E. Eberhart
Mr. J. E. Donaldson

RECEIVED
DEC 19 193
FOR FIL

Coos Bay Bridge December 16, 1936

Mr. G. S. Paxson
Office

Dear Sir:

With reference to the correspondence attached to your memorandum of December 15, you may make the payment to the Virginia Bridge & Iron Company in accordance with the agreement concerning the division of the bonus due on the Coos Bay bridge project.

Very truly yours,

State Highway Engineer

RHB:HI

December 15, 1936.

Mr. R. H. Baldock:

Under date of August 20, 1936, the State and the Virginia Bridge & Iron Compaby entered into an agreement under which the bonus due the Virginia Bridge & Iron Company on the Coos Bay project was withheld until an agreement could be reached between them and the Northwest Roads Company concerning the division of this bonus.

Attached hereto are letters from both the Virginia Bridge & Iron Company and from the Northwest Roads Company in which they mutually agree that the total bonus earned will be divided equally between the two companies.

There is no question as to the total amount of bonus which the State owes on this project. The entire argument has been as to the division between the two contractors involved. I believe that with the attached letters that we can now carry out the agreement with the Virginia Bridge & Iron Company, pay them the amount of bonus which has been agreed upon, and complete this contract.

I am also attaching hereto a copy of the above mentioned agreement.

G. S. Paxson

cc J. M. Devers

#1625

RECEIVED
NOV 4 1936
FOR FILING

October 30, 1936

Fidelity & Deposit Co. of Maryland, Clarence D. Porter
Hartford Accident & Indemnity Co., L. M. Miller
United States Fidelity & Guaranty Co., C. R. Nobles
Mass. Bonding & Insurance Co., H. L. Gilbert
Fidelity and Casualty Co. of New York, J. C. Stumm
Indemnity Ins. Co. of North America, Geo. Searle
Fireman's Fund Indemnity Co., A. E. Valentine
Aetna Casualty & Surety Co., Bates, Lively & Pearson
Standard Accident Ins. Co., A. D. Trumbey

Gentlemen:

I am inclosing one copy each of release signed by the Coos Bay Dredging Company and Henry Foeth covering the claims against Warren Northwest Inc. in connection with their contract with the State Highway Commission for the construction of the Coos Bay Bridge.

Very truly yours,

H. B. Glaisyer
Secretary

AH
encl.

October 21, 1936

Warren Northwest, Inc.
Post Office Box 5072
Portland, Oregon

Attention: Theodore Shoemaker
President

Gentlemen:

This acknowledges receipt of your letter of the 14th instant inclosing one copy each of release signed by the Coos Bay Dredging Company and Henry Foott covering the claims against you in connection with your contract with the State Highway Commission for the construction of the Coos Bay Bridge.

I wish to thank you for these releases which I have filed in the Highway Department records. Copies of the same are being forwarded to the surety on the bond furnished by you in connection with this job.

In reply to your inquiry wish to advise that we have no knowledge of any other outstanding claims against your contract.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

WARREN NORTHWEST INC.
formerly
NORTHWEST ROADS COMPANY

P.O. BOX 5072
PORTLAND, OREGON

October 14, 1936

Mr. Herbert Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Subject: COOS BAY BRIDGE
COOS BAY DREDGING COMPANY AND
HENRY FOOTT CLAIMS

Dear Sir:

As evidence that the above two claims, which were filed against our Coos Bay Bridge contract No. 1625 have been satisfied, we are attaching one copy each of releases signed by Coos Bay Dredging Company and Henry Foott, both of which are properly witnessed and notarized.

The Coos Bay Dredging Company claim was settled for the sum of $3,000.00 and Henry Foott claim settled for the sum of $600.00 and with these, it is our understanding there are no further liens or claims against this contract.

I will appreciate acknowledgment of this communication and verification of the fact that there are no further claims of record with the Oregon State Highway Commission.

Very truly yours,

WARREN NORTHWEST INC.

Theodore Shoemaker
President

ACKNOWLEDGED
H. B. GLAISYER

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That I, HENRY FOOTT, of Portland, Oregon, for and in consideration of the sum of Six hundred ($600.00) Dollars, to me in hand paid by WARREN NORTHWEST, INC., a Delaware corporation, of Portland, Oregon, (formerly known as "Northwest Roads Company"), receipt of which sum is hereby acknowledged, have released and hereby do release said Warren Northwest, Inc., its officers, agents and representatives from any and all claims, legal or equitable, and any and all causes of action and/or suit which I may, for any reason whatsoever, have against said Warren Northwest, Inc., its officers, agents and/or representatives, or any of them, arising out of the furnishing of labor and/or material by me, under that certain contract dated October 6, 1934, between Northwest Roads Company, as party of the first part, and Henry Foott, party of the second part, being a subcontract to me of some of the work contemplated by Oregon State Highway Contract No.1625, including any claims for labor and/or material furnished or claimed to have been furnished by me as extras on said work, it being intended that said $600.00 shall be accepted, and it hereby is accepted, in full discharge and settlement of all claims for compensation, or claims for damages accruing or accrued to me by reason of said work.

This release is executed by me without relying upon any representations of any nature whatsoever, other than those herein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Portland, Oregon, this 12th day of October, 1936.

Henry Foott (SEAL)

Witness:

STATE OF OREGON }
County of Multnomah } ss

BE IT REMEMBERED, That on this 12th day of October, 1936, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named HENRY FOOTT, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for Oregon
My commission expires: 27,1937

RELEASE

from

HENRY FOOTT

to

WARREN NORTHWEST, INC.

WOOD, MATTHIESSEN & RANKIN
ATTORNEYS AT LAW
1310 YEON BUILDING PORTLAND, OREGON

RELEASE

from

HENRY FOOTT

to

WARREN NORTHWEST, INC.

WOOD, MATTHIESSEN & RANKIN
ATTORNEYS AT LAW
1310 YEON BUILDING PORTLAND, OREGON

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that COOS BAY DREDGING COMPANY, an Oregon corporation, in consideration of the sum of three thousand dollars ($3,000.00) in hand paid, the receipt of which sum the said Coos Bay Dredging Company hereby acknowledges, HEREBY AGREES TO RELEASE, and by this instrument DOES RELEASE, both for itself and on behalf of its successors and assigns, the NORTHWEST ROADS COMPANY, now known as WARREN NORTHWEST INC., its officers, agents, successors, and assigns, and the Fidelity and Deposit Company of Maryland, Hartford Accident & Indemnity Company, United States Fidelity & Guaranty Co., Massachusetts Bonding & Insurance Co., The Fidelity & Casualty Co., of New York, Indemnity Insurance Co. of North America, Fireman's Fund Indemnity Company, The Aetna Casualty and Surety Company, and Standard Accident Insurance Company, sureties on the bond hereinafter described of said Northwest Roads Company, and their officers, agents, successors, and assigns, from any and all claims, debts, actions, proceedings, or demands of any kind whatsoever now existing, and particularly, but without limiting the foregoing general release, from any and all claims, debts, actions, proceedings, or demands of any kind whatsoever now existing or accrued, on account of sand or gravel supplied, furnished, sold, or delivered to the said Northwest Roads Company.

No consideration other than said sum of three thousand dollars ($3,000.00) has been offered or promised or held out to said Coos Bay Dredging Company to induce it to execute this release, and no promises, statements, or representations of any kind, other than those expressly herein contained, have been made to said Coos Bay Dredging Company to induce it to execute this release, but it does so voluntarily, and acting under the advice and approval of its counsel and by order of its board of directors, and for the SOLE CONSIDERATION of said sum of three thousand dollars ($3,000.00), and to effect a compromise and settlement of a disputed claim.

This release authorizes the Secretary of State of the State of Oregon and the Oregon State Highway Commission to expunge and disregard and deem paid the notice of claim filed by the undersigned Coos Bay Dredging Company with the Secretary of State of the State of Oregon under and against the bond of the said Northwest Roads Company which it was required to and did furnish under its contract with the State of Oregon for the construction of the Coos Bay Bridge.

IN WITNESS WHEREOF, the said Coos Bay Dredging Company has caused this and four other identical instruments to be signed, and its corporate seal to be affixed thereto, in its name and behalf, by the president and secretary of the said corporation, the 30th day of September, 1936.

Coos Bay Dredging Co., Inc.

By Jack McLeod President

By Ted Pettersen Secretary

I, CHARLES A. HARDY, say that I am attorney for the COOS BAY DREDGING COMPANY; that I have read the foregoing release, and that I have explained the full meaning and effect of said release to the officers of the Coos Bay Dredging Company, and that I approve of and consent to the execution of said release by the Coos Bay Dredging Company.

Dated at Eugene, Oregon, this 30th day of September, 1936.

Charles A Hardy

RELEASE

COOS BAY DREDGING COMPANY

-to-

NORTHWEST ROADS COMPANY, et al.

MEMORANDUM OF CONFERENCE WITH NORTHWEST ROADS COMPANY

REGARDING COOS BAY EXTRA CLAIMS

October 21, 1936.

A conference was held in Mr. Baldock's office Monday Morning, October 19, between Mr. Theo. Shoemaker and Mr. E. C. Paxton, representing the Northwest Roads Company, and Mr. Baldock and Mr. Paxson.

The Northwest Roads Company presented eighteen extra claims. The following action was taken on these claims:

1. Furnishing and Placing Caps on Fender Piling: No decision was reached on this claim as it was deferred for further conference between Mr. Baldock and Mr. Paxson.

2. Additional Reinforcing Metal in Rail Caps: This claim was allowed, subject to investigation of the detailed amounts.

3. Providing Larger Pipe Sleeves for Anchor Bolts: This claim was allowed, subject to a check of the amounts claimed.

4. Cement Furnished and Incorporated in Bridge but not Credited by the State: The records were to be examined to ascertain whether or not there was any probability of an error in the batch count while pouring the seal of Pier 10, it being claimed by the contractor that a material error had been made in the number of batches credited for this particular seal.

5. Additional Cost of Deck Concrete Due to Dry Mixture and Size of Aggregate: This claim was rejected and not allowed.

6. Additional Cement Furnished by Use of Bulk Cement: Decision on this claim was deferred for further consideration.

7. Improper Classification of Arch Rib and Strut Concrete: Reclassification was allowed based on arch rib concrete for that portion of the structure below the extrados line of the rib produced and above the top of the pier at elevation 15.5. Arch rib concrete was also to be allowed for the struts between the arch ribs on the tops of Piers 2, 7, and 12 to 16, inclusive. The remainder of the claim was disallowed.

8. Furnishing Copper Brackets for Girder Span Downspouts: This claim was allowed, subject to a check of the actual amount Claimed.

9. Excavation outside of Specification Allowance for North Plaza Columns : The claim was allowed in part, the adjustment, however, to be made on the basis of actual increased cost to the contractor and not at bid price.

10. Omission of Reinforcing Steel over Bent No. 6: It was suggested that inasmuch as both parties to the contract participated in the error in this reinforcing steel, that the cost of correcting the error be divided evenly between the contractor and the state.

11. Difference in Cost Between Copper and Galvanized Material for Attaching Downspouts on Arch Spans: This claim was disallowed.

12. Furnishing Energy for Lighting Dolphins and Highway: This claim was allowed in principal, subject to check on amount of claim.

13. Fender Piling Furnished and Driven to Replace Broken Piles: This claim was not allowed.

14. Treated Fender Piling not Paid for in Estimate: This claim was deferred for further consideration.

15. Surface Finish: This claim was not allowed.

16. Applying Water-proofing Solution: This claim was not allowed.

17. Increased Overhead and Plant and Equipment Costs Due to Reduction in Quantities: This claim was not allowed.

18. Increase in Foremen's Rate of Pay: Consideration of this claim was deferred pending advice from the P. W. A., concerning their interpretation of the P.W.A. rules and specifications.

GSP:AP

RECEIVED
JAN 19 1937
FOR FILING

MEMORANDUM OF CONFERENCE WITH NORTHWEST ROADS COMPANY

REGARDING COOS BAY EXTRA CLAIMS

October 21, 1936.

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GSP:AP

October 14, 1936.

Mr. R. H. Baldock

I have arranged a conference with Mr. Shoemaker and Mr. Panton of the Northwest Roads Company concerning Coos Bay bridge claims for nine o'clock Monday, October 19th.

G. S. Paxson

GSP:AP

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

October 13, 1936.

Warren Northwest Company
Box 5072
Portland, Oregon.

NOTED
State Highway Engineer

Attention Mr. Theodore Shoemaker

Gentlemen:

This is in reply to your letter of October 3, concerning the payment of retained percentage on the Coos Bay Bridge contract.

Retained percentages are only released with the final estimate. The final estimate carries with it the certification of the contractor that the estimate satisfied all claims against the job.

Your company has filed with this office a list of claims for extra work which have not yet been disposed of. We hope to be able to arrange a conference with you during the next week to consider these claims. As soon as they are disposed of the final estimate can be put through for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock
J. M. Devers

Coos Bay Bridge

p 41

NOTED

October 2, 1936.

Mr. J. M. Devers:

The question of the division of bonus earned on the Coos Bay job between the Virginia Bridge & Iron Company and the Northwest Roads Company is still unsettled.

In my letter to you of March 17, I outlined the basis of the controversy. Since that time the project has been completed, and the following would be the division of bonus according to the two methods of computation. If we hold with the VB&I Co., Unit "B" was ready for opening to traffic March 15. Completion date under contract and Amended Agreements, September 20. Total saved time 190 days.

Northwest Roads Company, Units "A", "C" and "D", ready for opening to traffic May 9. Completion date September 20. Total time saved 135 days. Aggregate time saved on both contracts, 325 days. Total time saved on which bonus is computed 135 days at $50.00 per day, $6,750.00, bonus earned.

The V.B.& I. Co. bonus 190/325 x $6,750 =	$3,946.15
N. W. Rds. Co. bonus 135/325 x $6,750 =	,2,803.85
	$6,750.00

If we hold with the Northwest Roads Company that the bonus should be divided according to the completion of units rather than contracts, the division would be as follows:

V. B. & I. Co., Unit B, ready to open March 15, saving 190 days

N. W. Rds. Co., Unit C (north approach) ready to open May 9, saving 135 days

Unit D (south approach) ready to open March 29, saving 176 days

Total saving, all units 501 days.

The amount of bonus due the two contractors remains the same under either scheme, and is $6,750.00.

The division between contractors, would be as follows:

V. B. & I. Co. 190/501 x $6,750 = $2,559.88
N. W. Rds. Co. 311/501 x $6,750 = $4,190.12

You will note that the two methods of division of bonus make a differense of $1,386.27.

I am attaching a copy of a letter from the V. B. & I. Co., setting up their argument for the division of bonus by contracts. The Northwest Roads Company have several times verbally presented the argument for the division by units. I have asked the Northwest Roads Company to put their argument into writing for us.

The V. B. & I. Co., have written me again under date of September 16, asking that we take some action shortly on this division of bonus.

I would like the opportunity to confer with you regarding the above so that we may settle up as soon as possible.

G. S. Paxson

GSP:AP

cc R. H. Baldock

FORM B-E-1 2000 8-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 30, 1936.

Mr. R. E. Carey
State Engineer Inspector
Public Works Administration
500 Journal Building
Portland, Oregon.

Dear Sir:

The Northwest Roads Company have presented a large list of claims for extra work on their contract for the construction of the Coos Bay Bridge. Among these claims is one covering the increase in rate of pay of foremen. Attached hereto is a copy of this particular claim.

Our records show that under date of November 16, 1934, Mr. Dolan, Resident Engineer Inspector, wrote you concerning the rate of pay of foremen, and held that under his interpretation the rate being paid was not according to P.W.A. requirements. Copy of this letter was sent to Mr. Archibald, our Resident Engineer on this project. Conforming to Mr. Dolan's interpretation of the P.W.A. requirements, Mr. Archibald wrote to the contractors under date of November 19, (not November 14, as stated by the contractor) and called his attention to the matter. The contractor replied under date of November 23, advising that he was complying with these instructions and raisedthe rate of pay for the foremen in question. Also, under date of November 23, you wrote us attaching a copy of the above mentioned letter from Mr. Dolan to you and calling our attention to the violation of P.W.A. requirements.

We have no record of ever having received the memorandum referred to in the Northwest Roads Company claim dated February 14, 1935 which would appear to rescind Mr. Dolan's ruling of November 16, 1934, nor have we ever, to my knowledge, been advised that this ruling was rescinded. Apparently it has been held that the quoted letter from Mr. Ehlers to Mr. Bouley dated April 4, 1934, did not apply to the conditions obtaining on the Coos Bay project and that Mr. Dolan's interpretation still held.

NOTED
State Highway Engineer

Mr. R. H. Corey, #2 September 30, 1936.

This claim has been made by the contractors and must be either granted or refused, and I would ask that you give me your advice on the matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

gsp/ep

cc R. H. Baldock
A. R. Eberhart

RECEIVED
DEC 31 1936
FOR FILING

The Engineer reported that the following contracts for the construction of State Highway projects have been completed according to the requirements of the contracts or modifications thereof and that said jobs are now ready for acceptance:

Contract No. 1625 with Northwest Roads Company for the construction of Units "A", "C", and "D" of the Coos Bay Bridge project consisting of the construction of piers No. 8 to No. 11, inclusive, and the north and south approaches to said bridge, completed September 11, 1936.

* * * * * * * * * * * * * * *

The following resolution accepting the above projects was offered and was adopted by the unanimous vote of the Commission:

WHEREAS the Engineer has reported that the following State Highway Commission contracts for the construction of State Highway projects have been completed according to the terms and provisions of the respective contracts and that said jobs are now ready for acceptance:

Contract No. 1625 with Northwest Roads Company for the construction of Units "A", "C", and "D" of the Coos Bay Bridge project, consisting of the construction of piers No. 8 to No. 11, inclusive, and the north and south approaches to said bridge, completed September 11, 1936.

* * * * * * * * * * * * * * * *

NOW THEREFORE BE IT RESOLVED that the work covered by said State Highway Commission contracts for the construction of said State Highway projects be declared completed according to the terms of the respective contracts and said jobs are hereby accepted and final payment in connection with each is hereby authorized.

STATE OF OREGON)
(SS
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of the part of the minutes of the Oregon State Highway Commission, relating to acceptance by the State Highway Commission of the work performed by Northwest Roads Company in connection with its Contract No. 1625 with the State Highway Commission as the same appears in the minutes of September 15, 1936, entered in Volume 21 of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original and that the same is a true and correct copy of the said portion of said minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of September, 1936.

H B Glaisyer
Secretary
Oregon State Highway Commission.

FORM 2-E-1 2000 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

#1

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 14, 1936

Mr. H. B. Glaisyer

Office

Dear Sir:

For your information the Northwest Roads Company have completed the work to be done under Contract No. 1625. Final inspection of this structure was made on September 11, 1936, and this will be used as the completion date.

Will you please secure authority from the Commission for us to pay final estimate on this job.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

CAG:CM

APPROVED BY HIGHWAY COMMISSION
DATE Sept 15 1936
H B Glaisyer
Secretary

FORM B E-1 2500 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

X

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 2, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
506 Failing Building
Portland, Oregon

Dear Sir:

We enclose a tabulation showing the final estimate of quantities and items to be paid the Virginia Bridge and Iron Company Contractors on Unit "B" of the Coos Bay Bridge, P. W. A. Docket #982, and which tabulation also shows the quantities and items approved for payment to Virginia Bridge and Iron Company by P. W. A. forms #96 and #84. You will note from the tabulation that the items of, overrun of 243,179 pounds of structural silicon steel, cement adjustment, placing grease in roller nests, and revisions to electrical system, are not authorized for payment either by P. W. form #96 or #84.

Please consider this our request for approval of these items, explanation of the items being as follows.

1. CEMENT ADJUSTMENT

Paragraph 3046, of the standard specifications, specifies a certain number of sacks of cement to be used per cubic yard of concrete, and further provides that, should the contractor use more or less cement than the amount specified, the cost thereof shall be adjudged for or against him as the case may be. Construction records on this contract indicate that there has been a saving of 390 barrels of cement at a cost of $2.03 per barrel or a total of $791.70 to be deducted from the contractor's estimate. Price Agreement No. 2 , is attached to support this item.

2. PLACE GREASE IN ROLLER NESTS

The attached Force Order No. 2, gives an explanation of the item and no further explanation is offered, other than, that grease or lubrication was necessary for a complete job.

The cost shown on the Force Order is an estimated cost and the final cost as evidenced by bills submitted by the contractor is $172.35.

3. REVISIONS TO ELECTRICAL SYSTEM

Further investigations of the voltage requirements, after the original plans and specifications were prepared, made it advisable to provide transformer and switch capacity for future installation of flood lights and possibly electric fog horns. Items #1 and #2, of the attached Price Agreement #3, cover the cost of the increased transformer and switch box sizes.

Under the specifications and instructions governing electrical work it was indicated to the contractor that the electrical system of the bridge could be connected to a transformer at the south end of the bridge. It developed that a pole at the south end of the bridge in the park area would be unsightly and generally undesirable. The transformer pole for the connection was moved directly east approximately 200 feet from the bridge centerline and the contractor was instructed to effect the connection by placing the service wires in conduit under ground. Items #3, #4, and #5, of the attached Price Agreement No. 3, indicate the cost of this change. The cost of all revisions to the electrical system is as indicated on Price Agreement No. 3, of $329.78.

4. OVERRUN IN QUANTITY OF STRUCTURAL SILICON STEEL

As indicated on the tabulation of the overrun of the bid and original estimated quantity is approximately 9%. This is explained by the fact that original estimates presented were based on preliminary designs and that the estimate presented was the best available at that time. There were no physical changes in the structure from the original plans presented and weights of the silicon steel indicated that a total of 3,045,179 pounds of silicon steel was necessary to complete the structure. This is 245,179 pounds in excess of the bid quantity or $16,530.24 in excess of the bid amount.

The total of this change order request is as follows:

Cement adjustment	$	-791.70
Placing grease in roller nests		172.35
Revisions to electrical system		329.78
Overrun silicon steel		18,530.24
Total	$	18,240.67

The column "Final Estimate" of the tabulation indicates the final payment to the Virginia Bridge and Iron Company for work performed on Unit "B" of the Coos Bay Bridge with the exception of the bonus earned for completing their portion of the structure before the specified completion date. This will be carried in a future change order request.

May we have your early approval of the above requested changes so that we can prepare P. W. Form I-23 for the inspection division?

Very truly yours,

R. H. Baldock,
State Highway Engineer

By

G. S. Paxson,
Acting Bridge Engineer

CAG:MS
Encl.
cc - R. H. Baldock
C. [illegible]. Tonnen
J. [illegible]. Devers
A. E. Eberhart

COOS BAY BRIDGE

UNIT "B"
COMPARATIVE STATEMENT OF QUANTITIES

				P.W. Form 96 & Change Orders		Final Estimate		Overrun			Underrun	
				Quantity	Amount	Quantity	Amount	Quantity	Amount	%	Quantity	Amount
1	Structural Carbon Steel	lb	[illegible]	4,445,000.00	[illegible]	4,418,139.00	[illegible]	- -	- - -	-	26,861.00	[illegible]
2	Structural Silicon Stl.	lb	[illegible]	2,800,000.00	[illegible]	3,045,179.00	[illegible]	245,179.	18,530.34	9%	- -	- -
3	Class "B" Concrete	cy	26.00	1,160.00	30,160.00	1,129.72	29,372.72	- -	- - -	-	30.28	787.28
4	Metal Reinforcement	lb	0.0435	398,000.00	17,313.00	296,611.00	12,902.58	- -	- - -	-	101,389.00	4,410.42
5	Cast Chromium Steel	lb	0.4035	8,000.00	3,228.00	4,148.00	1,673.72	- -	- - -	-	3,852.00	1,554.28
	Subtotal Contract Items				[illegible]		[illegible]		18,530.34			8,745.07
	Change Order #12 SSB											
F/O 1	Install Expansion Angle in Roadway Slab				50.00		45.86					4.14
	Change Order #13 CSB											
F/A 1	Weld Sway Frame Joints	Each	2.35	41	96.35		96.35					
	Furnish Two Additional Sway Frames	Each	235.00	2	470.00		470.00					
	Subtotal Change Orders				616.35		612.21					
	Items Not Covered by Change Orders											
F/A 2	Cement Adjustment	Bbl.	[illegible]			- 300.00	- 701.70					
F/O 2	Place Grease in Roller Nests						172.35					
F/A 3	Revisions to Electric System						319.78					
	Subtotal This Change Order						-209.57					
	Total P.W. #96 & Change Order				[illegible]		[illegible]					

Coos Bay Bridge

RECEIVED
25 1936

August 24, 1936

Mr. R. H. Baldock, State Hwy. Eng.
Oregon State Highway Commission
Salem, Oregon

Att'n. Mr. Glen S. Paxson, Acting Bridge Engineer

Subject: Coos Bay Bridge - Contract No. 1625

Dear Sir:-

We are handing you herewith booklet setting forth expense items in connection with Coos Bay Bridge construction on which proper compensation under the terms of our contract has not yet been allowed us on estimates.

In addition to a brief statement of these items, booklet contains data in support thereof.

We request that these items be included in our final estimate.

COPY

Very truly yours,

WARREN NORTHWEST INC.

By
Theodore Shoemaker

TS:RS

cc: R. H. Baldock

VIRGINIA BRIDGE CO.

Roanoke, Va.

August 19, 1936.
File No. V-333

State Highway Commission,
Salem, Oregon.

Gentlemen:

The final settlement agreement on Unit "B" of Coos Bay Bridge No. 1823, sent to us with your letter of August 13th, is being signed on the part of our Treasurer and returned to you, as requested.

Since it is stated in the fourth paragraph of this agreement that there is a controversy with respect to the division of the bonus, it seems to us proper to state at this time our position with reference thereto:

First of all, we wish to quote for ready reference two paragraphs from the Special Provisions with regard to the bonus to be paid for completion ahead of time, which paragraphs are also quoted in the final settlement agreement and which read as follows:

> "Should the contract for this structure be awarded to more than one contractor, the total bonus computed on the basis set forth hereinabove shall be allocated to the various contractors in the following manner:
>
> "Each contractor shall receive a bonus which bears the same ratio to the total bonus herein that the number of days saved in the completion of his particular contract bears to the total number of days saved on all contracts involved."

Since there are only two contractors involved, the Northwest Roads Co. and ourselves, it is our conviction that the bonus earned should be divided only two ways; that is to say, the work included in Units "A", "C", and "D" shall be considered one contract and the work under Unit "B" another. According to the information furnished us by our representative on the ground, our work under Unit "B" was sufficiently completed to permit uninterrupted traffic over the structure on March 15th and that the work under Units "A", "C", and "D" was completed so as to permit uninterrupted traffic on May 15th. If this information is correct and uninterrupted traffic was actually permitted on the bridge on and after May 15th, there was a total of 128 days bonus earned, which at $50.00 per day would amount to $6,400.00. If our work, so far as traffic on the bridge is concerned, was completed on March 15th and Northwest Roads' work was completed on May 15th, we completed our work 189 days ahead of time and Northwest Roads 128 days ahead of time, making a total of 317 days in which both companies would participate in the bonus earned. Therefore, it would seem fair for the $6,400.00 bonus to be divided between the two companies concerned on the following basis:

Virginia Bridge & Iron Co. - 189/317 of $6,400.00 = $3,815.77
Northwest Roads Company ---- 128/317 of $6,400.00 = $2,584.23

We have no official information that traffic was actually permitted on the bridge on May 15th and if the structure was put in service sooner or later than that date, the amount of bonus would, of course, be changed accordingly, as well as the division between the two companies involved. However, it is our belief that the principle of arriving at the division between Northwest Roads Co. and ourselves, as above set out, is in accordance with the meaning and intent of the contract.

We have no information as to what the position of the Northwest Roads Co. is as to the division of this bonus. If they entertain an idea different from ours, we would appreciate your advising us what their position is, in order that we may endeavor to arrive at some mutually satisfactory division of this money thus avoiding the necessity of a friendly suit and the delay that should procedure would undoubtedly entail.

Yours very truly,

VIRGINIA BRIDGE & IRON CO.

J. T. Jones (Signed)
Erection Manager

dcl-s

C
O
P
Y

FORM B B-1 2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

August 13, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

The contract for the construction of Units A, C, and D of the Coos Bay Bridge, P.W.A. Docket 982, provides that all work included in that contract shall be completed by May 31, 1936. Since the delay of approximately three months occurred between the receiving of bids and the awarding of contract, the progress of the work was delayed and we are requesting your approval of an extension of time to compensate for this delay.

In accordance with P.W.A. Administrative Order No. 11, Supplement No. 1, we submit the following data in support of this request.

(a) Name of contractor and type of work: Northwest Roads Company. Construction of Units A, C, and D of the bridge across Coos Bay.

(b) Date of execution of the contract by the owner and the contractor: July 25, 1934.

(c) Date of approval of the contract by the State Director: August 2, 1934.

(d) Date work started on the contract: July 30, 1934.

(e) Time of completion stated in the contract: May 31, 1936.

(f) Does not apply.

(g) 1. Physical per cent of the work completed to date of this request: Approximately 99%.

2. Effect of the change on other principal contractors and on the project as a whole: The same delay occurred in the awarding of the contract for Unit B and served to delay both the starting of work and completion of both contracts.

(h) The effect of the change on the seven items in the standard classification of project costs: None.

(i) The effect of the change on the sureties obligation under the contractor's performance bond: None. See enclosed agreement with consent of sureties attached thereto.

(j) The extension of time requested: From May 31, 1936, to September 20, 1936. See agreement enclosed.

(k) The liquidated damages or the bonus and penalty stated in the contract: As the bridge was opened to traffic on May 9, under use and occupancy agreement, the provisions for liquidated damages to be paid in case of failure to complete as specified would not apply. In the contract under "Bonus to be Paid if Work is Completed Before Specified Completion Date":

"In the event that the bridge is completed and ready for traffic before the specified completion date as stated elsewhere herein, a saving will accrue to the State, and for each and every day the bridge is under traffic (continuously and without further interruption of traffic) before the said specified completion date, the State will pay to the contractor a bonus of $50.00."

This bonus is to be divided between the contractors for Units A, C, and D and the contractor for Unit B as specified in the contract and in accordance with the attached amendatory agreement between the State Highway Commission and the contractor. It is to apply to the extended completion date specified in this amendatory agreement.

The contract carries in the paragraph of the special provisions headed "Liquidated Damages to be Paid in Case of Failure to Complete as Specified" the following:

"Should such delay, if any, be occasioned by or on account of any act or cause chargeable to the State or to any other contractor on the work, then the time for the completion of said job or said unit will be extended for such additional period of time as is necessary to offset the delay chargeable to the State or to said other contractor."

l. Reasons for extension of time requested: Bids for this project were received on April 26, 1934. The contract for the work, however, was not executed by the Commission until July 25, 1934, thus causing a direct delay of ninety days.

As this delay occurred at the most favorable construction season of the year, an extension of time for this period that the awarding of the contract was actually delayed was not considered as fully compensating for the loss of this favorable construction weather. Work that would otherwise have been done in the summer and fall was thrown ahead into the fall and winter and would have to be done under more unfavorable conditions which would result in slower progress being made. It is impossible to definitely establish the exact delay in the final completion of the job due to the above, but it is estimated that loss of this favorable construction weather would cause an additional delay of at least 22 days in the final completion of the project.

The time extension based on the above mentioned delay was agreed to and was used as basis of Memorandum of Agreement between the Highway Commission and contractor, dated August 17, 1936. Copies of this Memorandum of Agreement are attached.

In view of the above we request your approval of this extension of completion date of this project from May 31, 1936, until September 20, 1936.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

FORM B.S.1 2900 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

August 13, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

The contract for the construction of Unit B of the Coos Bay Bridge, P.W.A. Docket 982, provides that all work included in this contract shall be completed by May 31, 1936. A delay of approximately three months occurred between the receiving of bids and awarding of the contract for this unit and also for the subcontract of this bridge. Since work on Unit B could not start until after the completion of the piers included in Unit A, the progress of the work was delayed by the delay in awarding of the contract. We are requesting your approval of an extension of time to compensate for this delay.

In accordance with P.W.A. Administrative Order No. 11, Supplement No. 1, we submit the following data in support of this request.

(a) Name of contractor and type of work: Virginia Bridge & Iron Company. Construction of Unit B of the bridge across Coos Bay.

(b) Date of execution of the contract by the owner and the contractor: July 25, 1934.

(c) Date of approval of the contract by the State Director: August 2, 1934.

(d) Date work started on the contract: March 29, 1935.

(e) Time of completion stated in the contract: May 31, 1936.

(f) 1. Work was actually completed on this contract on July 2, 1936.

2. The Oregon State Highway Commission on the date of July 8, 1936, made formal acceptance of this project.

(g) Does not apply.

NOTED
State Highway Engineer

(h) The effect of the change on the seven items in the standard classification of project costs: None.

(i) The effect of the change on the sureties obligation under the contractor's performance bond: None. See enclosed agreement with consent of sureties attached thereto.

(j) The extension of time requested: From May 31, 1936, to September 20, 1936. See agreement enclosed.

(k) The liquidated damages or the bonus and penalty stated in the contract: As the bridge was opened to traffic on May 9, under use and occupancy agreement, the provisions for liquidated damages to be paid in case of failure to complete as specified would not apply. In the contract under "Bonus to be Paid if Work is Completed Before Specified Completion Date":

"In the event that the bridge is completed and ready for traffic before the specified completion date as stated elsewhere herein, a saving will accrue to the State, and for each and every day the bridge is under traffic (continuously and without further interruption of traffic) before the said specified completion date, the State will pay to the contractor a bonus of $50.00."

This bonus is to be divided between the contractors for Units A, C, and D and the contractor for Unit B as specified in the contract and in accordance with the attached amendatory agreement between the State Highway Commission and the contractor. It is to apply to the extended completion date specified in this amendatory agreement.

The contract carries in the paragraph of the special provisions headed "Liquidated Damages to be Paid in Case of Failure to Complete as Specified" the following:

"Should such delay, if any, be occasioned by or on account of any act or cause chargeable to the State or to any other contractor on the work, then the time for the completion of said job or said unit will be extended for such additional period of time as is necessary to offset the delay chargeable to the State or to said other contractor."

l. Reasons for extension of time requested: Bids for this project were received on April 26, 1934. The contract for the work, however, was not executed by the Commission until July 25, 1934, thus causing a direct delay of ninety days.

While work on this contract did not start until March 29, 1934, the delay in awarding the contract directly effected completion of Unit A, thereby delaying the starting of work on Unit B by the amount of this delay.

As stated in the application for approval of the time extension for Units A, C, and D, this delay occurred at the most favorable construction season of the year. An extension of time that the awarding of the contract was actually delayed was considered fully compensating for the loss of this favorable construction weather. Work that would otherwise have been done in the summer and fall was thrown ahead in the fall and winter, and would have to be done under more unfavorable conditions which would result in slower progress being made. This was especially applicable to Unit A and served to delay the completion of this unit on which hinged the starting time on Unit B. The delay also served to throw the completion of the steel erection into the winter of 1935-1936, where it would otherwise have been completed earlier in the year. It is impossible to definitely establish the exact delay in the final completion date in the job due to the above, but it is estimated that loss of this favorable construction weather caused an additional delay of at least 22 days in the final completion of the project.

The time extension based on the above mentioned delay was agreed to and used as a basis for a Memorandum of Agreement between the Highway Commission and contractor, dated August 8, 1934. Copies of this Memorandum of Agreement are attached.

In view of the above we request your approval of this extension of the completion date of this project from May 30, 1936, to September 20, 1936.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

#1626

Coos Bay Bridge

August 7, 1936

Mr. Clarence D. Porter, Manager,
Fidelity & Deposut Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of August 5th concerning final fugures on the Virginia Bridge and Iron Company contract No. 1626 - Unit "B", Bridge over Coos Bay in Coos County.

You are advised that it will be some time yet before the final figures will be available. We will be pleased to advise you as soon as the final estimate has been prepared.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building

PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

RECEIVED
AUG 6 1936
OREGON
HIGHWAY COMMISSION

AUGUST FIFTH,

1936.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

RE: Bond #4019602 - Virginia Bridge and Iron Company - Coos Bay Bridge, Cont. #1626

Dear Sir:

You wrote us on July 18th. that final figures in connection with the above contract would not be ready for some time yet. We are wondering if the figures are available at this time.

Very truly yours,

Clarence D. Porter

Clarence D. Porter,
Manager.

DC

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

July 20, 1936.

Mr. J. M. Devers:

Work on our contract with the Virginia Bridge & Iron Company for Unit "B" on the Coos Bay Bridge is completed, and we are practically ready to pay the final estimate. The question of the allocation of bonus to the two contractors must be settled before this final estimate can be made.

The entire project was near enough completion so that it was open to travel on May 9, 1936, and travel continued to use the structure without substantial interruption since that date. Unit "B" of this structure was far enough along on March 14, so that traffic could have been routed over this unit, had the remainder of the bridge been complete. We have therefore taken March 14 as the date on which bonus calculations should be based in so far as the V.B.& I. contract is concerned.

Units "A", "C" and "D", under contract to the Northwest Roads Company, were awarded as one contract and not as a separate contract for each unit. Unit "A" consisted of the four main piers, Nos. 8, 9, 10 and 11. The completion dates of these piers are as follows:

Pier 10	April 17, 1935
Pier 11	May 5, 1935
Pier 8	August 20, 1935
Pier 9	August 20, 1935.

Under the contract, the completion date for this entire unit should have been June 17, 1935.

The Northwest Roads Company turned over Piers 10 and 11, to the V.B.& I. April 20, 1935, and the V.B. & I. Co. began work on Unit "B" immediately thereafter. The other two piers were, however, not completed until August 20. I have been told by both the Northwest Roads Company and the V.B.& I. Company that since the V.B.& I. Co. were permitted to start work practically two months ahead of the scheduled completion of the entire unit, that the non-completion of Piers 8 and 9 by the time limit of the contract would be waived, and that Unit "A" would be considered as having been completed on the contract time, as far as calculation of bonus is concerned.

Unit "C" was ready for traffic on May 9, which is the date from which the entire structure is considered as drawing bonus. Unit "D" could have been travelled over on March 28, had Unit "C" been completed by that time.

Taking May 9, 1936 as the bonus date, and September 30, as the completion date, a bonus of 145 days, times $50.00 per day, or $7,250.00 is owing on the project. The question as to the division of this money between the two contractors, hinges on whether the Northwest Roads Company's units are to be considered together, and the bonus only paid them from the completion of the last unit, or whether each unit is entitled to participation in the bonus.

Assuming that the three Northwest Roads Company units are considered as one contract, the bonus would be as follows:

Time saved on Northwest Roads Co. units	145 days
Time saved on V.B.& I. unit	191 days
	336 days

N.W.Roads Bonus:	145/336 x $7,250 =	$3,128.72
V.B.& I. Bonus	191/336 x $7,250 =	$4,121.28
		$7,250.00

If the units are considered separately, the time saved would be as follows:

Northwest Roads Co.:

Unit "A"	—
Unit "C"	145 days
Unit "D"	177 days
V.B.& I. Co. - Unit "B"	191 days

The division of bonus between the two companies would be as follows:

N. W. Rds. Co., Unit "A"		—
" " " Unit "C"	145/513 x $7,250	$2,049.22
" " " Unit "D"	177/513 x $7,250	2,501.46
TOTAL N. W. Roads Bonus		$4,550.68
V. B. & I. Bonus	191/513 x $7,250	$2,699.32

The decision as to which is the proper method of computing this bonus will change the bonus allocation between these companies by the sum of $1,421.96. As I read the contract, the Northwest Roads Company have only one contract for the work, and the first schedule of payments would seem to be the correct one; however, the Northwest Roads Company are going to make a strong claim for the second method of computation, and I would ask your advice as to what our standing in court would be if the matter went that far.

G. S. Paxson

GSP:AP

cc R. H. Baldock
cc A. G. Skelton
C. A. Gardner

#1626

July 18, 1936

Mr. Clarence D, Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of July 14th requesting total amount paid Virginia Bridge & Iron Company in connection with Contract No. 1626 - Unit "B", Bridge over Coos Bay in Coos County.

You are advised that it will be some time yet before these figures will be available. We will be pleased to advise you when the final estimate has been made up.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

PARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE
Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

JULY FOURTEENTH,

1 9 3 6.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

RE: Bond #4019602-Virginia Bridge and Iron Company, Contract #1626, Unit "B" Bridge over Coos Bay in Coos County.

Dear Sir:

Just as soon as the final estimate has been made, will you kindly advise us the total amount allowed the contractor for this work. The original contract was $593,880.00.

Very truly yours,
Clarence D Porter
Clarence D. Porter,
Manager.

CDP
DC

Jim [illegible]
ok!

July 17, 1936

Mrs. Dale Smith,
North Bend, Oregon.

Dear Madam:

Receipt is acknowledged of your letter of July 16th requesting the name of the firm who wrote the bond in connection with the Warren Northwest, Inc. contract No. 1625, for the construction of the Bridge over Coos Bay near North Bend in Coos County.

You are advised that the bond in connection with the above contract was written by the following companies; Fidelity & Deposit Company of Maryland; Hartford Accident & Indemnity Company; United States Fidelity & Guaranty Company; Massachusetts Bonding & Insurance Company; Fidelity & Casualty Company of New York; Indemnity Insurance Company of North America; Fireman's Fund Indemnity Company; Aetna Casualty & Surety Company and Standard Accident Insurance Company.

If you desire to corresponde with any of the above we would suggest that you address your letter to Mr. Clarence D. Porter, Manager, Fidelity & Deposit Company of Maryland, Failing Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

North Bend, Ore.
July 16, 1936.
2561 So. Bwdy.

State Road Com.
Salem, Oregon.

Dear Sir:

Would it be possible to get the name of the bonding company that covered the Northwest Roads Co., in building Coos Bay Bridge at North Bend, Ore.

Am inclosing a self addressed envelope for information if it is possible to disclose it to me.

Thanking you I am
Respectfully
Mrs. Dale Smith.

FORM S-K-1 1500 3-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

July 15, 1936

Warren Northwest Inc.,
Postoffice Box 5072,
Portland, Oregon.

[illegible]
State Highway Engineer

Gentlemen:

This is to advise you that there has been served on the State Highway Commission a notice by the Coos Bay Dredging Company to the effect that said company has a claim against the Northwest Roads Company in the sum of $4,726.90 growing out of and connected with State Highway Contract No. 1625 covering the construction of Units "A", "C" and "D" of the Coos Bay Bridge.

The Highway Commission will be unable to make final settlement on this job until this claim has been disposed of or until the Highway Commission is otherwise assured that it can, with due regard to the interests of the State, disregard the claim and make final settlement under the contract.

A copy of this letter has been sent to Clarence D. Porter, Failing Building, Portland, Oregon, with the request that he call the attention of the other sureties on your bond to the existence of the claim of the Coos Bay Dredging Company and the fact that notice of such claim has been served on the State Highway Commission.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
C. F. Smith
G. S. Paxson
Charles A. Hardy
Clarence D. Porter

#1625

Coos Bay

July 8, 1936.

Hon. Earl Snell
Secretary of State
BUILDING

Dear Sir:

This acknowledges receipt of your letter of July 7, enclosing three copies of a notice of claim by Coos Bay Dredging Company for $7726.90 against the bond taken from Northwest Roads Company, principal, and Fidelity & Deposit Company of Maryland, Hartford Accident & Indemnity Company, U. S. Fidelity & Guaranty Company, Massachusetts Bonding and Insurance Company, The Fidelity & Casualty Company of New York, Indemnity Insurance Company of North America, Fireman's Fund Indemnity Company, The Aetna Casualty & Surety Company, Standard Accident Insurance Company, sureties, on the Coos Bay Bridge, contract No. 1625, which was received from Charles A. Hardy, Attorney, Eugene, Oregon, and filed as of July 8, 1936.

Copy of this notice of claim will be sent to the contractor and to the sureties on his bond.

Very truly yours,

Secretary

MBL

July 8, 1936

Mr. Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Attention: Fidelity & Deposit Company of Maryland
Hartford Accident & Indemnity Company
U. S. Fidelity & Guaranty Company
Massachusetts Bonding & Insurance Co.
The Fidelity & Casualty Company of New York
Indemnity Insurance Company of North America
Firemen's Fund Indemnity Company
The Aetna Casualty & Surety Company
Standard Accident Insurance Company

Dear Sir:

We have today received from the Secretary of State three notices of claim by Coos Bay Dredging Company for $7726.90 against Northwest Roads Company for labor performed and material furnished by the Coos Bay Dredging Company to the Northwest Roads Company, in connection with the construction of Units "A", "C", and "D" of the Coos Bay Bridge, under contract No. 1625 with the State Highway Commission, in Coos County, Oregon.

Copy of this notice is being sent you herewith, as representative of the sureties on the bond furnished by the contractor (which sureties are listed above). Copy is also being sent to the contractor.

Very truly yours,

Secretary

MBL
Encl.
cc - Northwest Roads Company
P.O.Box 5072 , Portland
State ~~Highway Bridge~~ Department

J. E. Donaldson, P. W. A. Auditor

1859

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

July 7, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Coos Bay Dredging Company for $7726.90 against the bond taken from Northwest Roads Company, principal, and Fidelity & Deposit Company of Maryland, Hartford Accident & Indemnity Company, U. S. Fidelity & Guaranty Company, Massachusetts Bonding & Insurance Company, The Fidelity & Casualty Company of New York, Indemnity Insurance Company of North America, Fireman's Fund Indemnity Company, The Aetna Casualty & Surety Company, Standard Accident Insurance Company, sureties, on the Coos Bay Bridge, contract No. 1625, which was received from Charles A. Hardy, Attorney, Eugene, Oregon, and filed as of July 3, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S FM
encs. 3

Hon. Earl Snell,
Secretary of State of Oregon,
Salem, Oregon;

Northwest Roads Company,
Contractor,
North Bend, Oregon;

Fidelity and Deposit Company of Maryland, surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon;

Hartford Accident & Indemnity Company, Surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon;

United States Fidelity & Guaranty Co., Surety,
c/o Clarence D. Porter, Failing Bldg.
Portland, Oregon;

Massachusetts Bonding & Insurance Co., Surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon;

The Fidelity & Casualty Co. of New York, Surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon;

Indemnity Insurance Co. of North America, Surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon;

Fireman's Fund Indemnity Company, Surety,
c/o Clarence D. Porter, Failing Bldg.
Portland, Oregon;

The Aetna Casualty and Surety Company, Surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon;

Standard Accident Insurance Company, Surety,
c/o Clarence D. Porter, Failing Bldg.,
Portland, Oregon

NOTICE OF CLAIM, $7,726.90

Re State Highway
Contract No. 1625
Covering construction
Units "A", "C" and
"D" Coos Bay Bridge.

NOTICE IS HEREBY GIVEN, that the undersigned, Coos Bay Dredging Company, a corporation, with its principal office at Marshfield, Oregon, has a claim for labor performed and material furnished in the form of sand and gravel sold and delivered by the Coos Bay Dredging Company to the Northwest Roads Company, which the Northwest Roads Company agreed to pay for at the rate of $1.40 per cubic yard f.o.b. cars at North Bend, Oregon, and at the rate of $1.55 per cubic yard f.o.b. cars at Houser, Oregon., in the sum of $7,726.90, being the balance due the Coos Bay Dredging Company for such sand and gravel, and against the bond taken from Northwest Roads Company, as principal, and Fidelity and Deposit Company of Maryland, Hartford Accident & Indemnity Company, United States Fidelity and Guaranty Company, Massachusetts Bonding and Insurance Company, the Fidelity and Casualty Company of New York, Indemnity Insurance Company of North America, Fireman's Fund Indemnity Company, The Aetna Casualty and Surety Company, and Standard Accident Insurance Company, as sureties, for the construction of Units "A", "C", and "D" of the Coos Bay Bridge, under contract designated as Contract No. 1625, and being the contract between the Oregon State Highway Commission, of the State of Oregon, and the said Northwest Roads Company for the construction of said units of the said Coos Bay Bridge.

Dated at Marshfield, Oregon, this 30 day of June, 1936.

COOS BAY DREDGING COMPANY
By Jack McLeod
President.

Law Office of Charles A. Hardy, Eugene, Oregon

Endorsed: File No. 2559
Filed July 3, 1936
EARL SNELL,
Secretary of State

#1626

July 7, 1936

Mr. H. B. Glaisyer

Office

Dear Sir:

For your information the Virginia Bridge & Iron Company completed their work on Contract No. 1626, same being for the construction of Unit "B" of the Coos Bay Bridge.

Will you please secure authority from the Commission to pay the final estimate for this contract.

Work was completed and final inspection was made on July 2, 1936.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By

W. A. Reeves
Office Engineer

CAG:CM

APPROVED BY HIGHWAY COMMISSION
DATE July 8, 1936
HBGlaisyer
Secretary

✓

Coos Bay Bridge

#1626

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 30th concerning the Virginia Bridge & Iron Company Contract No. 1626 - Unit "B" Bridge over Coos Bay in Coos County.

You are advised that the total amount paid the contractors to date is $585,381.11 and the retained percentage is $16,104.57. This contract will probably be completed July 15, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

JUNE THIRTIETH,
1 9 3 6.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: RE: Bond #4019602-Virginia Bridge and Iron Company, Coos Bay Bridge

Will you kindly advise us whether the final figures have been made in connection with the above contract and if so, the amount paid the contractor for the construction of steel spans of the Coos Bay Bridge.

Very truly yours,

Clarence D. Porter,
Manager.

CDP:DC

#1625

Coos Bay Bridge

June 25, 1936

Mr. Henry Foott
1974 S. E. 24th
Portland, Oregon

Dear Sir:

This is to acknowledge the copy of your letter of June 19, to the Northwest Roads Company, advising of your claim in the sum of $1,089.20, in connection with your hauling contract on the Coos Bay Bridge.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

1 [illegible]

Portland, Oregon
June 19, 1936

Northwest Roads Company
North Bend
Oregon

Dear Sirs:

I have previously submitted to you, claims for shortage, amounting to $1089.20 on my hauling contract on the Coos Bay Bridge.

These items in detail are as follows:

1478 yds. sand & gravel short per Est. #18 on South end @ 15¢ yd.	221.70
1612 yds. sand & gravel short per Est. #18 on North end @ 50¢ yd.	806.00
30 bbls. cement deducted from previous Estimate	61.50
	$ 1089.20

Inasmuch as your Mr. Hinson advised me yesterday June, 18th at your office in North Bend, Oregon; that you refused to make settlement for this amount; I hereby notify you and demand that my differences be submitted to arbitration, (clause # 15 on page 13 of my contract with you.)

I wish to further advise you, as required in the contract, that I appoint Mr. A. R. Phelps, 2603 S.E. Grand Ave. Portland Oregon, as my appointee on the arbitration board.

Very truly yours,

Henry Foott

Henry Foott

Copies to:
Ore. State Highway Comm.
Salem, Oregon
U.S. Fidelity & Guaranty Co.
Bedell, Bldg.
Portland, Oregon
Theodore Shoemaker
Portland, Oregon

REFER

1174 58.24

FORM B E-1 2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

June 25, 1936.

Northwest Roads Company
North Bend, Oregon.

Attention Mr. E. C. Penton

Gentlemen:

Reference is made to your letter of April 1, addressed to Mr. D. R. Smith in which you asked for confirmation of our instructions on the surface finish of the following surfaces on the arch spans.

Item 1. All spandrel columns;
Item 2. Outside and bottom of all outside girders or spandrel beams;
Item 3. Bottom of roadway slab outside of outside girders, as well as the vertical surface between bottom of roadway slab and bottom of sidewalk slab;
Item 4. All brackets;
Item 5. Bottom and outside surface of sidewalk beam;
Item 6. All struts between arch ribs;
Item 7. Floor beams or transverse beams (below the bottom of the longitudinal girders).
Item 8. All handrail and curb;
Item 9. All arch ribs.

The above corresponds to our interpretation of the surface finish required by our specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
CC R. H. Baldock ✓
J. M. Devers
D. R. Smith
O. R. Kennen

FORM B.B-1 2M 9-29

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Bridge
6

June 23, 1936

Northwest Roads Company

North Bend, Oregon

Attention: E. C. Fenton

Gentlemen:

Reference is made to your letter of April 1 addressed to Mr. D. R. Smith in which you asked for confirmation of our instructions on the surface finish of the following surfaces on the arch spans.

Item 1. All spandrel columns;
Item 2. Outside and bottom of all outside girders or spandrel beams;
Item 3. Bottom of roadway slab outside of outside girders, as well as the vertical surface between bottom of roadway slab and bottom of sidewalk slab;
Item 4. All brackets;
Item 5. Bottom and outside surface of sidewalk beam;
Item 6. All struts between arch ribs;
Item 7. Floor beams or transverse beams; (below the bottom of the longitudinal girders).
Item 8. All handrail and curb;
Item 9. All arch ribs.

Please be advised that your interpretation of our requirements as to surface finish of the various surfaces on the arch spans of the Coos Bay Bridge listed above in Items 1 to 9 is correct with the exception of a portion of Item No. 3. It is not my understanding that the finish of the bottom of the roadway slab outside of the outside girders on these arch spans was required. We would, however, require the finish of the vertical surface between the bottom of the roadway slab and the bottom of the sidewalk slab.

As per your request and in accordance with the paragraph 1024 of the general specifications, we have kept careful record of the costs of the surface finish of the above mentioned portions of the concrete arches. This record includes the pointing of all holes and rough places, the removal of projections, et cetera, as well as the actual surface finish.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD

cc R. H. Baldock
J. M. Devers
O. R. Kennen

FORM 5-E-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

June 25, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

We hereby request your approval of certain revisions in Change Order No. 7, Coos Bay Bridge, Northwest Roads Company Contract, P.W.A. Docket 982, which was originally approved by yourself on March 29, 1935. These revisions include:

1. The elimination of further driving and the cutting off of the steel sheet piling at pier 9 in accordance with your letter of May 28th.

2. The revisions in our estimates for the above and to cover the balance of the work yet to be done on this order.

3. Revision in our estimate by the reduction of salvage value set up for the sheet piling.

In your letter of May 28th, concerning the portion of Change Order 7 CBB effecting pier 9, you advise that the steel sheet piling may be cut off well below low water level and that it will not be necessary to do any further driving of these sheet piling. Our estimate of the cost of this work is as follows:

Burn off 205 steel sheet piling well
below low water level and remove from
cofferdam at $15.00 . . . . . . $3,075.00

The work already done on Change Order No. 7 includes the purchase of steel sheet piling for pier 9 amounting to $10,944.09; the hauling charge on these piling amounting to $328.00; the additional driving, burning off, and removal of the cut off portion of the steel sheet piling at pier 10 amounting to $4,361.93; and the placement of a portion of the riprap around piers 9 and 10 costing $1,508.69. After the work at pier 9 is completed the balance of the riprap needed will be placed. It is estimated that 300 cubic yards of additional riprap should be placed, the estimated cost being 300 cubic yards at $3.50 = $1,050.00.

As originally planned the sheet piling at piers 9 and 10 were to be cut off just above the top of the seal. Price Agreement No. 2 provided for the payment to the contractor of salvage value of the sheet piling furnished by him for pier 10. At the time this order was made up it was estimated that 32 feet of each pile would be cut off and removed and the net payment would only be for the 20 feet of each pile left in place. However, when the piling were cut it was found necessary to cut them off at the ground line instead of the top of the seal so that the salvaged length varied from less than 12 feet to approximately 29 feet. The weight of sheet piling salvaged from pier 10 was 151,470 pounds in place of the estimated 382,658 pounds shown on the change order. Due to the length of these piling the contractor has refused to take them over at his option of $1.00 per hundred pounds.

At pier 9 lengths are considerably less than at pier 10, and at this pier also the contractor will not exercise his option. Our estimated weight of the salvage from pier 9 is 123,404 pounds or a total salvage of 274, 874 pounds.

We have endeavored to get offers on these piling, but due to the lengths available have been unable to find any market for them. In order to clarify this matter we propose to take these over at a value of $10.00 per ton with the idea that eventually a market for these can be found and the state be reinbursed at least for the major portion of this outlay.

The correction to Change Order No. 7 for the above is as follows:

Pier No. 10: Total salvage value allowed to contractor is 382,658 pounds at $.01 or $3,826.58, less salvage value to state, or 151,470 pounds at $.005 or $757.35, leaving a net charge of $3,069.23, or an increase of $1,597.67 over the net cost set up in Change Order No. 7. At pier No. 9 an estimated salvage of 235,482 pounds at $.01 or $2, 354.82 was set up in this order. The actual salvage amounts to 123,404 pounds at $.005 or $617.02, making a decrease in salvage value of $1,737.80 or a net increase in cost of this order of this amount.

The corrected cost summary of work done and remaining to be done to complete this change follows:

Completed Work

Drive, burn off, and remove piling at pier 10	$ 4,361.93
Riprap already placed at pier 9 and 10	1,508.69
Salvage value to contractor of sheet piling at pier 10	3,826.58
Piling purchased for pier 9	10,944.09
Hauling charge on piling	328.00
Total Cost of Work Completed	$20,969.29

Work to be Done

Cut off and remove piling at pier 9	$ 3,075.00
Complete riprap	1,050.00
Total Cost of Work to Complete	$ 4,125.00
Salvage value of pile stubs from piers 9 and 10 274,874 pounds at $.005	-1,734.37
Total Net Cost	$23,359.92

Approved Change Order No. 7 shows a total estimated cost of $20,368.88 without consideration of the original estimated sheet piling salvage from pier 9 or a net estimated cost of $18,014.06 including this salvage value. The present estimate of $23,359.92 would increase this cost by $5,345.86.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD

cc C. C. Hockley (6)
R. H. Baldock
J. M. Devers
A. E. Eberhard
O. R. Kennen

FORM 8-E-1 2M 3-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

June 1, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
506 Failing Building
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

We hereby request your approval of certain changes in footing elevations for the Coos Bay Bridge. On April 3, 1935 your Change Order No. 8 approved certain revisions for the bent footings for the north approach. In opening up these excavations it was found necessary to make certain revisions to the work contemplated in Change Order No. 8 and also to do some additional work that was not taken care of in Change Order No. 8. The following tabulation shows the original plan elevation for the footings, the elevation as approved on Change Order No. 8 for these same footings, and the actual elevation that the excavations were carried to.

Bent No.	Original Elevation	C.O. No. 8	Actual Elevation Ftg. No.	Actual Elevation Elev.
1	+30	+19	1	+15.20
			2	+17.73
			3	+18.70
			4	+16.33
			5	+20.98
2	+22	+26	1	16.40
			2	16.50
			3	17.60
			4	18.00
			5	18.50
			6	19.00
3	+15	- -	Right	16.50
			Left	19.30
4	+10	- -	Right	15.32
			Left	18.50

Bent No.	Original Elevation	C.O. No. 8	Actual Elevation Ftg. No.	Elev.
5	0.0	+5.0	Right	11.72
			Left	17.37
6	-8.0	-2.5	Right	-1.66
			Left	-0.57
7	-13.0	-3.0	Right	-3.0
			Left	-3.1
8	-13.0	-5.5	Right	-5.2
			Left	-5.6
9	-13.0	-12.0	Right	-10.4
			Left	-11.1
Pier No. 1	-18.0	- -		-17.62
Bent No. 14	+36.0	- -	1	33.3
			2	36.0
			3	34.8
			4	35.6
			5	36.0

The estimated cost of carrying the footings to the elevations shown above are as follows:

Item No.	Item	Unit	Quantity	Unit Price	Amount
1	Excavation	Cu.Yd.	244.3	$8.00	$ 1,954.40
2	Excav. below Elev.	Cu.Yd.	257.88	8.00	2,063.04
6	Class "A" Concrete in Piers & Ftgs.	Cu.Yd.	-5.82	15.80	-91.96
8	Class "A" Concrete in Columns	Cu. Yd.	-114.9	27.80	-3,194.22
					+$ 731.26

We are enclosing prints of drawings numbered 4882, 4879, and 4893 revised to show the changes in footing elevations. Since this is a necessary contingency, we ask your approval of paying for this work from P.W.A. funds.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:CM
Enclosure
cc: R. H. Baldock
J. M. Devers
D. R. Smith
A. E. Eberhardt

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

May 11, 1936.

LEASE
ILE NO.

Mr. Baldock:

This is a letter authorizing the release of 97 per cent of the contract amount on Northwest Roads Contract at Coos Bay. It is similar to the one which you already signed for the V. B. & I. Co. contract.

I have instructed our resident engineer to send in an estimate made up on this basis but will not release it until you have signified your consent.

[illegible] 5/22 [illegible] 5/ [illegible]

G.S.P.

REFERRED TO
State Highway Engineer
For Com meeting

The Northwest Roads Company, contractors for the construction of Units A, C, and D of the Coos Bay Bridge in Coos County, Contract No. 1625, have completed their work, with the exception of certain surface finish of concrete and the removal of the work trestles and a portion of the false work, the cost of which unfinished work will be less than $20,000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount; it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreement supplementary thereto.

This structure was opened for traffic on May 9, 1936, and will continue to be used by traffic during the completion of the remaining work under this contract. Since three per cent of the contract amount on this contract is approximately $45,883.14, it appears that the state's interests will be amply protected if a sum of money equal to three per cent of the contract price of said job is retained until the job is completed.

I therefore hereby certify that in my judgment, the contractor is entitled to a release of all retained moneys earned under said contract save and except an amount equal to three per cent of the contract price; and I therefore order that there be retained until said job is completed, a sum of money equal to three per cent of the contract price and that all other earned or unpaid moneys be paid the said contractor as soon hereafter as practicable.

M

BELL, CHAIRMAN, PORTLAND
DRICH, PENDLETON
L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 9, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Acting Bridge Engineer
Office.

Dear Sir:

The Northwest Roads Company, contractors for the construction of Units A, C, and D of the Coos Bay Bridge in Coos County, Contract No. 1625, have completed their work, with the exception of certain surface finish of concrete and the removal of the work trestles and a portion of the false work, the cost of which unfinished work will be less than $20,000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount; it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreement supplementary thereto.

This structure was opened for traffic on May 9, 1936, and will continue to be used by traffic during the completion of the remaining work under this contract. Since three per cent of the contract amount on this contract is approximately $45,883.14, it appears that the state's interests will be amply protected if a sum of money equal to three per cent of the contract price of said job is retained until the job is completed.

I therefore hereby certify that in my judgment, the contractor is entitled to a release of all retained moneys earned under said contract save and except an amount equal to three per cent of the contract price; and I therefore order that there be retained until said job is completed, a sum of money equal to three per cent of the contract price and that all other earned or unpaid moneys be paid the said contractor as soon hereafter as practicable.

M

This order is conditioned upon the Northwest Roads Company's securing consent in writing of the surety companies to reduction of the retained percentage from ten per cent to three per cent.

Very truly yours,

R. H. Baldock
State Highway Engineer

May 9, 1936.

Mr. G. S. Paxson
Acting Bridge Engineer
Office.

Dear Sir:

The Northwest Roads Company, contractors for the construction of Units A, C, and D of the Coos Bay Bridge in Coos County, Contract No. 1685, have completed their work, with the exception of certain surface finish of concrete and the removal of the work trestles and a portion of the false work, the cost of which unfinished work will be less than $20,000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount; it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreement supplementary thereto.

This structure was opened for traffic on May 9, 1936, and will continue to be used by traffic during the completion of the remaining work under this contract. Since three per cent of the contract amount on this contract is approximately $45,862.14, it appears that the state's interests will be amply protected if a sum of money equal to three per cent of the contract price of said job is retained until the job is completed.

I therefore hereby certify that in my judgment, the contractor is entitled to a release of all retained moneys earned under said contract save and except an amount equal to three per cent of the contract price; and I therefore order that there be retained until said job is completed, a sum of money equal to three per cent of the contract price and that all other earned or unpaid moneys be paid the said contractor as soon hereafter as practicable.

This order is conditioned upon the Northwest Roads Company's securing consent in writing of the surety companies to reduction of the retained percentage from ten per cent to three per cent.

Very truly yours,

R. H. Baldock
State Highway Engineer

FORM 9-E-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

May 11, 1936.

Northwest Roads Company,
Box 5072, Portland, Oregon.

Attention Mr. Theo. Shoemaker

Gentlemen:

I am recommending to Mr. Baldock that the retained percentage on your contract for the construction of Units A, C, and D of the Coos Bay Bridge be reduced from ten per cent to three per cent of the contract amount.

Before this reduction can be made, it will be necessary that the surety companies connected with the contract give us their consent in writing to this reduction in retained percentage. Will you please secure such consent from the surety companies for us?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc Mr. Baldock

NOTED
State Highway Engineer

FORM 8-B-1 2M 2-34

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

May 8, 1936

Mr. C. C. Hockley
State Engineer, P.W.A.
506 Failing Building
Portland, Oregon

Dear Mr. Hockley:

Reference is made to our letter of April 21 in which we ask that you approve partial occupancy of the Coos Bay Bridge. Since writing to you, we received on April 29, a letter from the Virginia Bridge and Iron Co. setting forth the conditions under which they would grant us permission to use the bridge, and on May 4, we received a letter from the Northwest Roads Co., copies of which letters are attached.

On May 6, we replied by Western Union to Theodore Shoemaker, President of Warren Northwest, Inc. (Northwest Roads Co.) in which telegram we agreed to assume responsibility for injury to persons or damage to property under certain conditions, and on May 7, we replied to the Virginia Bridge and Iron Co. by Postal Telegram in the same manner. Copies of these telegrams are also enclosed.

On May 7, we received a Western Union Telegram from the Warren Northwest Company stating that the terms of our offer were acceptable and today, May 8, we received a Western Union Telegram from the Virginia Bridge & Iron Co. accepting our terms. Copies of these telegrams are also enclosed.

The bridge is now ready for traffic and in the interest of the State and of the travelling public, we again request that you grant your approval of this partial occupancy.

Very truly yours

R. H. Baldock
State Highway Engineer

By
G. S. Paxson
Acting Bridge Engineer

WAR LD
Enc.
cc R. H. Baldock
J. M. Devers

State Highway Engineer

Coos Bay Bridge

May 6, 1936

Mr. Henry E. Robertson
Virginia Bridge & Iron Company
5225 Wilshire Boulevard
Los Angeles, California

Dear Sir:

With reference to your letter of April 29, relative to partial use and occupancy of Unit "B", Coos Bay bridge, so that the structure may be immediately opened to traffic, with general reference to the conditions imposed in the letter, we advise:

1. That the State will reimburse you for the cost of repairs of damage to the structure arising directly out of the use thereof by the public and caused by negligent acts of the public.

2. So far as authorized and empowered by law and not waiving the defense of an ultra vires act, the State Highway Commission, its officers, agents, and employes, in their official capacities and not individually or personally, will assume responsibility for injuries to persons or damages to the property of the general traveling public using the said bridge during the period of partial use and occupancy beginning on the date of the opening of the same to public travel and extending to the date of final acceptance; provided however, that no liability or responsibility is assumed in any capacity for acts of the contractor or his employes or agents, negligent, wilful or otherwise.

NOTED

3. The bonus will start the day the bridge is opened to traffic.

The bridge is now ready for opening. Please wire your answer.

Very truly yours,

State Highway Engineer

RHB:HI
cc Mr. J. M. Devers
Mr. G. S. Paxson

1201 A

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG MAY 6 1936

THEODORE SHOEMAKER
PRESIDENT WARREN NORTHWEST INC
PORTLAND ORG

REFERENCE YOUR LETTER MAY FIFTH RELATIVE TO PARTIAL USE AND OCCUPANCY COOS BAY BRIDGE SO THAT STRUCTURE MAY BE IMMEDIATELY OPENED TO TRAFFIC STOP WITH GENERAL REFERENCE TO CONDITIONS IMPOSED IN LETTER WE ADVISE STOP FIRST THAT STATE WILL REIMBURSE YOU FOR COST OF REPAIRS OF DAMAGE TO STRUCTURE ARISING DIRECTLY OUT OF USE THEREOF BY THE PUBLIC AND CAUSED BY NEGLIGENT ACTS OF PUBLIC STOP SECOND SO FAR AS AUTHORIZED AND EMPOWERED BY LAW AND NOT WAIVING THE DEFENCE OF AN ULTRA VIRES ACT THE STATE HIGHWAY COMMISSION ITS OFFICERS AGENTS AND EMPLOYES IN THEIR OFFICIAL CAPACITIES AND NOT INDIVIDUALLY OR PERSONALLY WILL ASSUME RESPONSIBILITY FOR INJURIES TO PERSONS OR DAMAGES TO THE PROPERTY OF THE GENERAL TRAVELING PUBLIC USING SAID BRIDGE DURING THE PERIOD OF PARTIAL USE AND OCCUPANCY BEGINNING ON THE DATE OF THE OPENING OF THE SAME TO PUBLIC TRAVEL AND EXTENDING TO THE DATE OF FINAL ACCEPTANCE PROVIDED HOWEVER THAT NO LIABILITY OR RESPONSIBILITY IS ASSUMED IN ANY CAPACITY FOR ACTS OF THE CONTRACTOR OR HIS EMPLOYES OR AGENTS NEGLIGENT WILFUL OR OTHERWISE STOP THIRD BONUS WILL START DAY BRIDGE IS OPENED TO TRAFFIC STOP FOURTH WILL RECOMMEND TO STATE HIGHWAY COMMISSION AND PUBLIC WORKS ADMINISTRATION RELEASE OF ALL BUT THREE PERCENT OF RETAINED PERCENTAGE AS SOON AFTER BRIDGE IS OPENED TO TRAFFIC AS POSSIBLE STOP BRIDGE NOW READY FOR OPENING WIRE ANSWER

R H BALDOCK

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

ECEI
MAY 5
LEGAL

May 5, 1936.

Mr. J. M. Devers:

Under the rules of the PWA, we must secure the consent of the contractor to partial use and occupancy of the Coos Bay Bridge before this structure can be open to traffic. The bridge is now ready for traffic, and I have written the contractors notifying them of our intention to permit traffic to use the structure.

In their answer to this letter they qualify their consent. I am in doubt as to whether or not we can accept these qualifications. You will notice in the answer of the Northwest Roads Company that they demand that the state indemnify them against any loss arising from damage to the bridge by traffic or injury to persons or property. If the Highway Commission is willing to accept this qualification, can they legally do so?

You will also notice the second qualification, stipulating that the bonus start when the bridge is open to traffic. According to my interpretation of the specification for the bonus, this would automatically happen.

Qualification No. 3 of the Northwest Roads Company provides that we release up to 97 per cent of the contract amount. I am ready to recommend to Mr. Baldock that this be done but I do not believe that this qualification is pertinent to the question of partial use and occupancy.

The reply of the Virginia Bridge & Iron Company carries with it the same qualification as the first qualification of the Northwest Roads Company.

This matter should be presented to the Highway Commission for their consideration at the next meeting, and I would ask that you look into the matter so that they may be advised as to their legal status.

G S Paxson

G. S. Paxson

GSP:AP
cc Mr. Baldock

[illegible] — N W Rds and to
Virginia [illegible]
[illegible] 5/7/36

R

CLASS OF SERVICE DESIRED

DOMESTIC		FOREIGN	
TELEGRAM		FULL RATE CABLE	
DAY LETTER		DEFERRED CABLE	
NIGHT MESSAGE		NIGHT CABLE LETTER	
NIGHT LETTER		WEEK-END CABLE LETTER	
SHIP RADIOGRAM		RADIOGRAM	

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables

All America Cables

Mackay Radio

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Form 2L

Coos Bay Bridge

SALEM ORE MAY 7 1936

HENRY E ROBERTSON

VIRGINIA BRIDGE & IRON CO 5225 WILSHIRE BOULEVARD LOS ANGELES CALIF

REFERENCE YOUR LETTER APRIL TWENTY NINTH RELATIVE TO PARTIAL USE AND OCCUPANCY UNIT B COOS BAY BRIDGE SO THAT STRUCTURE MAY BE IMMEDIATELY OPENED TO TRAFFIC STOP WITH GENERAL REFERENCE TO CONDITIONS IMPOSED IN LETTER WE ADVISE STOP FIRST THAT STATE WILL REIMBURSE YOU FOR COST OF REPAIRS OF DAMAGE TO STRUCTURE ARISING DIRECTLY OUT OF USE THEREOF BY THE PUBLIC AND CAUSED BY NEGLIGENT ACTS OF PUBLIC STOP SECOND SO FAR AS AUTHORIZED AND EMPOWERED BY LAW AND NOT WAIVING THE DEFENSE OF AN ULTRA VIRES ACT THE STATE HIGHWAY COMMISSION ITS OFFICERS AGENTS AND EMPLOYES IN THEIR OFFICIAL CAPACITIES AND NOT INDIVIDUALLY OR PERSONALLY WILL ASSUME RESPONSIBILITY FOR INJURIES TO PERSONS OR DAMAGES TO THE PROPERTY OF THE GENERAL TRAVELING PUBLIC USING SAID BRIDGE DURING THE PERIOD OF PARTIAL USE AND OCCUPANCY BEGINNING ON THE DATE OF THE OPENING OF THE SAME TO PUBLIC TRAVEL AND EXTENDING TO THE DATE OF FINAL ACCEPTANCE PROVIDED HOWEVER THAT NO LIABILITY OR RESPONSIBILITY IS ASSUMED IN ANY CAPACITY FOR ACTS OF THE CONTRACTOR OR HIS EMPLOYES OR AGENTS NEGLIGENT WILFUL OR OTHERWISE STOP THIRD BONUS WILL START DAY BRIDGE IS OPENED TO TRAFFIC STOP BRIDGE NOW READY FOR OPENING WIRE ANSWER

R H BALDOCK

1217-A

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCT'G INFMN.

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORE MAY 7 1936

HENRY E ROBERTSON
Henry E.
VIRGINIA BRIDGE & IRON CO 5225 WILSHIRE BOULEVARD LOS ANGELES CAL

SAME WIRE SENT TO WARREN NORTHWEST INC THEY ACCEPTED APPRECIATE EARLY REPLY ON ACCOUNT OF TRAFFIC CONGESTION

R H BALDOCK

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Company.

This matter should be presented to the Highway Commission for their consideration at the next meeting, and I would ask that you look into the matter so that they may be advised as to their legal status.

G. S. Paxson

GSP:AP
cc Mr. Baldock

Coos Bay Bridge

May 6, 1936.

NOTED
State Highway Engineer

Mr. J. M. Devers:

Under the rules of the PWA, we must secure the consent of the contractor to partial use and occupancy of the Coos Bay Bridge before this structure can be open to traffic. The bridge is now ready for traffic, and I have written the contractors notifying them of our intention to permit traffic to use the structure.

In their answer to this letter they qualify their consent. I am in doubt as to whether or not we can accept these qualifications. You will notice in the answer of the Northwest Roads Company that they demand that the state indemnify them against any loss arising from damage to the bridge by traffic or injury to persons or property. If the Highway Commission is willing to accept this qualification, can they legally do so?

You will also notice the second qualification, stipulating that the bonus start when the bridge is open to traffic. According to my interpretation of the specification for the bonus, this would automatically happen.

Qualification No. 3 of the Northwest Roads Company provides that we release up to 97 per cent of the contract amount. I am ready to recommend to Mr. Baldock that this be done but I do not believe that this qualification is pertinent to the question of partial use and occupancy.

The reply of the Virginia Bridge & Iron Company carries with it the same qualification as the first qualification of the Northwest Roads Company.

This matter should be presented to the Highway Commission for their consideration at the next meeting, and I would ask that you look into the matter so that they may be advised as to their legal status.

G. S. Paxson

GSP:AP
cc Mr. Baldock

FORM 9-E-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

May 1, 1936.

Mr. E. A. Collier
Division Engineer
State Highway Department
Roseburg, Oregon.

Dear Sir:

The detour trestle at the north end of the Coos Bay Bridge was constructed under a price agreement by the bridge contractors, and at the termination of the job, belongs to the state. When the Coos Bay Bridge is open to traffic this detour trestle can be removed.

In order to avoid the complication of change orders through P.W.A., I would suggest that this be removed either by the grading contractor under a force order or by our own forces. The salvageable material in the trestle should be turned over to the Maintenance Department for use in their work.

The bridge contractor requests that only so much of the trestle as interferes with the grading be removed until such time as his work on the bridge is completed as his construction trestle ties into the lower end of the detour trestle.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

CC R. H. Baldock ✓
H. G. Smith

REFERRED TO
M. Bishop
By State Highway Engineer

FORM 5-S-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

May 1, 1936.

Mr. E. A. Collier
Division Engineer
State Highway Department
Roseburg, Oregon.

Dear Sir:

The detour trestle at the north end of the Coos Bay Bridge was constructed under a price agreement by the bridge contractors, and at the termination of the job, belongs to the state. When the Coos Bay Bridge is open to traffic this detour trestle can be removed.

In order to avoid the complication of change orders through P.W.A., I would suggest that this be removed either by the grading contractor under a force order or by our own forces. The salvageable material in the trestle should be turned over to the Maintenance Department for use in their work.

The bridge contractor requests that only so much of the trestle as interferes with the grading be removed until such time as his work on the bridge is completed as his construction trestle ties into the lower end of the detour trestle.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

CC R. H. Baldock ✓
H. G. Smith

REFERRED TO
M. Bishop
By State Highway Engineer

FORM S-2-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLÉ, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Coos Bay Bridge

APR 29 1936

IN REPLY PLEASE
REFER TO FILE NO.

April 28, 1936

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon

ATTN: G. S. PAXSON

Dear Sir:

At the south end of the Coos Bay bridge a timber 7 inches deep was placed at the end of the deck to form a support for one end of the first concrete slab on the fill.

This timber should have been 10 inches deep instead of 7 inches to permit 10 inch thickness of slab ordinarily used at such a location.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

FORM E-A-1 10M 1-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Coos Bay Bridge

April 28, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert,
Acting State Highway Engineer,
Office.

Dear Sir:

According to your letter of instruction under date of April 27th, I have written Mr. Simpson and arranged for an early appointment with him at North Bend.

Yours very truly,

Geo. H Otten

GEO. H. OTTEN,
Landscape Engineer.

GHO/ll

CC to
R. H. Baldock
H. G. Smith

Coos Bay Bridge

April 27, 1936

Mr. Geo. H. Otten
Landscape Engineer
Office

Dear Sir:

In compliance with instructions from the State Highway Commission, please contact Mr. L. J. Simpson, of Marshfield, relative to the decorating of the speaker's stand which is to be used in connection with the Coos Bay Bridge dedication, giving Mr. Simpson the benefit of your advice ~~[illegible]~~ in this matter.

Very truly yours,

Acting State Highway Engineer

SHP:ER

Coos Bay Bridge

April 27, 1936

Mr. J. E. Bishop
Maintenance Engineer
Office

Dear Sir:

The Highway Commission at its meeting on April 24th, instructed that Mr. L. J. Simpson, of Marshfield, be contacted in regard to the handling of traffic and ferry service during the celebration of the Coos Bay Bridge opening. Please make this contact and see that proper arrangements are made for these matters.

Very truly yours,

Acting State Highway Engineer

SHP:ER

April 22, 1936

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The status of the work on the Coast Bridges for the week ending April 18th follows:

COOS BAY BRIDGE (D. R. Smith): Northwest Roads Company contract. An average crew of 109 men this week. The finishing crews have been on the columns and beams on the two south arches and on the north approach viaduct. The pouring of the handrail has been completed. Hinges at spans 6 and 7 were poured Tuesday completing all hinge pours and the pouring of all structural concrete. A crew have been on the removal of the arch falsework piling at the south arches and on general clean-up. The bridge will be ready to be opened for traffic on May 5, with final completion shortly after the first of June.

Virginia Bridge & Iron Co. contract. An average crew of 19 men have been on the painting of the steel span the entire week. They have completed the final coat above the roadway level and are working on the deck stringers and the trusses below roadway level. Estimated completion date on this painting is May 15, 1936.

UMPQUA RIVER BRIDGE: (A. Benscheidt) Teufel & Carlson have completed this bridge as of April 7, 1936. The contractor has an operator on the job who is taking care of minor adjustments.

SMITH RIVER BRIDGE: (A. F. Parson) Mountain States Construction Company, contractors. An average force of 20 men this week. Have been on forms and pouring of curbs and handrail. 1200 lin.ft. of rail are now in place. This bridge will be ready to open to traffic on May 1 with final completion estimated at May 20.

SIUSLAW RIVER BRIDGE: Completed as of April 10, 1936.

ALSEA BAY BRIDGE: (M. Dresser) Lindstrom & Feigenson, et al. An average crew of 46 men this week. The sidewalks on the three tied arches have been swung and the deck ends at the piers have been poured. The handrail on the north deck arches has been completed and some rail placed on the north tied arch. The deck and beam forms are being stripped from the north deck arches. The finishing crew are rubbing the rail on the north approach arches. It is estimated that this bridge will be ready to open to traffic by about April 9 with final completion about the first of June.

YAQUINA BAY BRIDGE: (R. A. Furrow) Gilpin Const. Co. & General Const. Co. An average crew of 128 men this week. A small finishing crew have been on the north plaza. The steel crew have completed the riveting of brackets on the north 350' arch, are erecting hangers and floor system on the 600' arch and are riveting on the south 350' arch. The floor system and hangers for the 600' arch should be in place within another week. Carpenters are building shaft forms at piers 2 and 3, column forms on the 232' arch, beam and deck forms on the 204' arch and the sidewalk forms on the 180' and 160' arches. Some protection dolphins have been driven in front of pier 2, considerable difficulty being encountered in getting suitable penetration.

Very truly yours

GSPaxson

G. S. Paxson
Acting Bridge Engineer

AGS LD

[illegible] 2M 6-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

R. H. Baldock

NOTED
State Highway Engineer

Mr. C. C. Hockley
Acting State Director
Public Works Administration
506 Failing Building
Portland, Oregon

Dear Sir:

Construction on the Coos Bay Bridge at North Bend will have progressed to such a point that highway traffic may be carried across the structure on about May 5th. This being the approximate date that the concrete in the last arch rib hinges poured shall have obtained a sufficient age to permit the them to carry their full designed loading.

P. W. A. Circular No. 29445 provides that before partial occupancy of a structure the applicant shall secure the approval of the State Director for partial occupancy, and also requires that all insurance companies who have written insurance on the project are notified of the intended occupancy. Also, that the contractor is advised in writing that the occupancy of the structure shall not be construed as an acceptance, and that any claims which the owners may have against the contractor shall not be deemed to have been waived by such occupancy.

It further requires that all building ordinances and regulations shall have been complied with.

In support of the above, for Units "A", "C", and "D", I am attaching copies of letters to the Northwest Roads Company, general contractors, Concrete Engineering Company, subcontractors for the furnishing and placing of the reinforcing steel, Mr. Henry Foote, subcontractor for the hauling of concrete aggregate, and the Fireman's Fund Indemnity Company who cover all operations of the general and subcontractors for the contract covering Units "A", "C", and "D" of this project. I am attaching copies of letters to the Virginia Bridge & Iron Co., general contractors, F. L. Holser & Company, subcontractors for the erection of the structural steel, NePage-McKenny Company, subcontractors for the electrical installation, the Liberty Mutual Insurance Company of Boston, Massachusetts, who carry the general contractor's insurance, and the Great American Indemnity Company who carry the insurance for the NePage-McKenny Company. This being a bridge structure, there are no building ordinances applicable, and the only regulations are those of the War Department which have been complied with.

We would appreciate an early receipt of your approval of this partial occupancy.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS;DD
Enclosures

cc R. H. Baldock
J. M. Devers
A. E. Eberhardt, R.E.I.
D. R. Smith

8-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

O. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Northwest Roads Company

North Bend, Oregon

Gentlemen:

It is our intention to open the Coos Bay Bridge to highway traffic on about the fifth day of May, 1936, this being the approximate date that the concrete in the last arch rib hinges poured shall have obtained a sufficient age to permit them to carry their full designed loading. This opening also depends on the roadway surface being freed from any obstructions or any other restrictions on the bridge which would interfere with the use of the sufficient roadway width for regular highway traffic.

Since all of your work on this project will not have been completed by this time, such opening to travel constitutes partial use and occupancy of the project. The Public Works Administration's rules provide that in such cases all insurance companies which have written insurance on the project be notified of the intended occupancy, and that the contractor be advised in writing by the owner that the occupancy of the project or any part thereof shall not be construed as an acceptance of the project or any part thereof; and that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy.

It is also agreed that this partial occupancy shall not be used as a basis for any claim as to an extension of time on this project.

Attached hereto are copies of notices to your subcontractors and to the insurance company of the intended occupancy.

Northwest Roads Company, #2 April 21, 1936

This letter constitutes notice to you of the above mentioned partial use and occupancy and we would appreciate acknowledgment of receipt and formal acceptance of the provisions thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosures

cc C. C. Hockley
R. H. Baldock
J. M. Devers
A. E. Eberhardt, R.E.I.
D. R. Smith
Henry Foote
Concrete Engineering Co.
Fireman's Fund Indemnity Co.

SSIONERS
NRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Great American Indemnity Co.
Harvey Wells, Agent
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is a copy of a letter, the original of which was sent today to the Virginia Bridge and Iron Company, contractors for the construction of Unit "F" of the Coos Bay Bridge.

You will note that in this letter the Highway Commission has advised the contractors that it is their purpose to open the bridge to highway travel on about May 8th.

The Public Works Administration requires that notice that such use of the bridge be given to the contractors and to the insurance companies who have written insurance on the bridge. Therefore, this letter is addressed to you since you carry the insurance of the DePage-McKenny Company, subcontractors on this project, and a copy of the letter to the Virginia Bridge & Iron Company is enclosed for the purpose of conforming with the requirements of the P. W. A.

We will appreciate a letter from you acknowledging receipt of this communication so that it may be placed in a permanent file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
D. E. Smith
A. E. Eberhardt, R.E.I.
DePage-McKenny Co.   Virginia Bridge & Iron Co.

ONERS
N F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

DePage-McEnany Company
115 S. W. 9th Street
Portland, Oregon

Gentlemen:

For your information, I am enclosing a copy of a letter this day mailed to Virginia Bridge and Iron Company, contractors for Unit "B" for the Coos Bay Bridge on which project you have the subcontract for the electrical installation.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. G. Hockley
R. H. Baldock
J. M. Devers
D. B. Smith
A. E. Eberhardt, R.E.I.
Virginia Bridge & Iron Co.

IONERS
Y F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

F. L. Holser & Company
5658 Wilshire Boulevard
Los Angeles, California

Gentlemen:

For your information, I am enclosing a copy of a letter that is to be mailed to the Virginia Bridge & Iron Company, contractors for Unit "B" of the Coos Bay Bridge, on which project you have the subcontract for the erection of the structural steel.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
D. R. Smith
A. E. Eberhardt, R.E.I.
Virginia Bridge & Iron Co.

ONERS
F. CABELL, CHAIRMAN, PORTLAND
B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Concrete Engineering Company
1200 Indiana Street
San Francisco, California

Gentlemen:

For your information, I am enclosing a copy of a letter this day mailed to the Northwest Roads Company, contractors for Units "A", "C", and "D" of the Coos Bay Bridge on which project you have the subcontract for the furnishing and installation of the reinforcing steel.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Meckley
R. H. Baldock
J. M. Devers
D. B. Smith
A. E. Eberhardt, R.E.I.
Northwest Roads Company

SSIONERS
RRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Mr. Henry Foote

North Bend, Oregon

Dear Sir:

For your information, I am enclosing a copy of a letter this day mailed to the Northwest Roads Company, contractors for Units "A", "C", and "D" of the Coos Bay Bridge on which project you have the subcontract for the hauling of concrete aggregates.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
D. R. Smith
A. E. Eberhardt, R.E.I.
Northwest Roads Company

MISSIONERS
ENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Fireman's Fund Indemnity Company
401 California Street
San Francisco, California

Gentlemen:

Enclosed is a copy of a letter, the original of which was sent today to the Northwest Roads Company, contractors for the construction of Units "A", "C", and "D" of the Coos Bay Bridge.

You will note that in said letter the Highway Commission has advised the contractors that it is their purpose to open the bridge to highway travel on about May 5th.

The Public Works Administration requires that notice that such use of the bridge be given to the contractors and to the insurance companies who have written insurance on the bridge. Therefore, this letter is addressed to you, and the copy of the letter to the Northwest Roads Company is enclosed for the purpose of conforming with the requirements of the P.W.A.

We will appreciate a letter from you acknowledging receipt of this communication so that the same may be placed in a permanent file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
D. B. Smith
A. E. Eberhardt, R.E.I.
Northwest Roads Company

SIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Liberty Mutual Insurance Co.

Boston, Massachusetts

Gentlemen:

Enclosed is a copy of a letter, the original of which was sent today to the Virginia Bridge and Iron Company, contractors for the construction of Unit "B" of the Coos Bay Bridge.

You will note that in said letter the Highway Commission has advised the contractors that it is their purpose to open the bridge to highway travel on about May 5th.

The Public Works Administration requires that notice that such use of the bridge be given to the contractors and to the insurance companies who have written insurance on the bridge. Therefore, this letter is addressed to you, and the copy of the letter to the Virginia Bridge and Iron Company is enclosed for the purpose of conforming with the requirements of the P. W. A.

We will appreciate a letter from you acknowledging receipt of this communication so that the same may be placed in a permanent file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
D. H. Smith
A. E. Eberhardt, R.E.I.
Virginia Bridge & Iron Co.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 21, 1936

Virginia Bridge & Iron Company

North Bend, Oregon

Gentlemen:

It is our intention to open the Coos Bay Bridge to highway traffic on about the fifth day of May, 1936, this being the approximate date that the concrete in the last arch rib hinges poured shall have obtained a sufficient age to permit them to carry their full designed loading. This opening also depends on the roadway surface being freed from any obstructions or any other restrictions on the bridge which would interfere with the use of the sufficient roadway width for regular highway traffic.

Since all of your work on this project will not have been completed by this time, such opening to travel constitutes partial use and occupancy of the project. The Public Works Administration's rules provide that in such cases all insurance companies which have written insurance on the project be notified of the intended occupancy, and that the contractor be advised in writing by the owner that the occupancy of the project or any part thereof shall not be construed as an acceptance of the project or any part thereof; and that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy.

It is also agreed that this partial occupancy shall not be used as a basis for any claim as to an extension of time on this project.

Attached hereto are copies of notices to your subcontractors and to the insurance companies of the intended occupancy.

This letter constitutes notice to you of the above mentioned partial use and occupancy, and we would appreciate acknowledgment of receipt and formal acceptance of the provisions thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosures

cc C. C. Hockley
R. H. Baldock
J. M. Devers
A. E. Eberhardt, R.E.I.
D. R. Smith
Liberty Mutual Insurance Co.
F. L. Holser & Company

FORM 8-2-1 3M 3-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

April 18, 1936.

Northwest Roads Co.,
P. O. Box 8072
Portland, Oregon.

Gentlemen:

This is in reply to your letter of April 14, regarding subcontracting of the removal of your work trestles at the Coos Bay Bridge.

I find that under the Oregon law, that the payment of the final estimate can not legally be made until the project is completed in all respects and accepted by the Commission; and under this law, it would therefore not be possible to accept a surety bond guarantying the removal of the trestles in lieu of this final completion, as requested in your letter.

It will therefore be necessary to withhold the final estimate until the actual completion of the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc Contractor's North Bend Office
R. H. Baldock
J. M. Devers
D. R. Smith

FORM B-E-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coos Bay Bridge

April 16, 1936

Mr. E. N. Finkbiner
Engineer of Materials
Office

NOTED
State Highway Engineer

Dear Sir:

This is to advise that I have inspected the dowel bars furnished by the Soule' Steel Company to the contractor for use in paving the approaches to the Coos Bay Bridge, prefix 6-1011, and find the same to be satisfactory with a very excellent paint job.

Very truly yours

G. S. Paxson
Acting Bridge Engineer

By
W. A. Reeves
Office Engineer

WAR LD

cc R. H. Baldock

NOTED
W. A. REEVES

April 8, 1936.

NOTED

Mr. R. H. Baldock

Attached hereto are copies of (1) letter to D. R. Smith, Resident Engineer on the Coos Bay Bridge concerning surface finish of concrete, dated February 17, 1936; (2) letter to C. C. Hockley re surface finish dated March 27, 1936; (3) letter from C. C. Hockley dated March 28, 1936, approving my interpretation of surface finish; (4) letter from D. R. Smith, transmitting copy of (5) letter dated April 1, 1936, from E. C. Panton, Superintendent for Northwest Roads Co., disputing interpretation of specifications for surface finish, and notifying us of intention to present a claim for extra compensation.

In the specifications, Article 1024 - "Disputed Claims" it is provided as follows:

> "In any case where the contractor considers that extra compensation is due him for work or materials not clearly covered in the contract, or not ordered by the Engineer as an extra, as defined herein, the contractor shall notify the Engineer of his intention to make claim for such extra compensation before he begins the work on which he bases the claim. If such notification is not given, or the Engineer is not afforded proper facilities by the contractor for keeping strict account of actual cost, then the contractor hereby agrees to waive the claim for such extra compensation. Such notice by the contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be just, it shall be allowed and paid as an extra as provided herein for extra work."

Mr. Panton's letter of April first complies with the above article.

Mr. Panton will apparently base his claim for extra compensation on Article 4039 of the specifications, which, in part, reads as follows:

> "Unless otherwise specified, all arch ribs or rings, rails, copings and exposed faces of spandrel and wing walls shall be finished in accordance with the requirements specified under 'Concrete Masonry,' Division III for Class 1 Surface Finish."

This article does not specifically name the items listed under Items 1 to 7 of Mr. Panton's letter. However, the next paragraph of this same article reads as follows:

> "Particular care shall be exercised in order to produce a pleasing and uniform surface finish throughout the entire portion of the structure visible above the ground."

If the portions such as arch ribs or rings were finished, as provided by Division III (Article 3063) a uniform surface finish could not be obtained except by finishing other exposed members in the same manner. The fact that such items are not specifically mentioned is a "silence or apparent omission" of a detailed description and not an instruction to the bidder that such items were not to be finished.

The above omission of detailed description is covered in Article 1026 of the specifications which reads as follows:

> "The apparent silence of the specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used in this connection, and all interpretations of these specifications shall be made upon the basis above stated."

The term "general practice" should mean the general practice of the State Highway Department in finishing state highway bridges.

In the past seventeen years this department has built a considerable number of arch bridges, and there is no essential difference between the requirements for surface finish at the Coos Bay Bridge and at similar jobs in the past. The Rogue River Bridge at Gold Beach is in every way comparable to the Coos Bay approaches. All of the items to which Mr. Panton takes exception were given a surface finish and no extra claim was made by the contractor. The same items have been given a surface finish on the Alsea Bay Bridge, and we have received no notice from them of intention to claim extra compensation for such work.

The provisions of Article 4039 which detail the various members to be finished refer particularly to items which are peculiar to arch bridges. The superstructure of an arch bridge is essentially a concrete viaduct supported by the arch ribs.

Article 4031 relating to the surface finish of concrete viaducts reads as follows:

> "Unless otherwise specified, exposed surfaces of all columns, struts, bracing and floor beams shall be given a finish in accordance with the requirements specified under 'Concrete Masonry', Division III, for Class 1 Surface Finish."

You will note that columns, struts, bracing and floor beams are required to be finished. The fact that such members are a part of an arch bridge should not lead a bidder to believe that finishing is not required.

Again in Article 3063 "Ordinary Surface Finish" it is specified

> "As soon as the concrete has set sufficiently to permit the forms shall be carefully removed and all depressions resulting from the removal of metal ties and all other holes and rough places shall be carefully pointed with a mortar of sand and cement in the proportion which has been employed for the particular class of concrete treated. The surface film of all such pointed surfaces shall be carefully removed before setting occurs. The surface shall then be given one of the following finishes, the particular finish to be used in any case to be as specified in Division IV."

From this it is apparent that all of these surfaces are to be given either one or the other of the two classes of surface finish specified in this article. Since all of the members specifically mentioned which connect with or are comparable with the members in question call for the application of Class 1 surface finish, the requirement of class 1 surface finish on the members in question seems justified.

I am submitting this analysis of the basis — or lack of basis -- of the contemplated claim so that you may be fully advised of the situation.

GS Paxson

G. S. Paxson

GSP:AP

cc J. M. Devers
A. G. Skelton

FORM B-2-1 5M 2-36

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer

G. S. PAXSON
Acting Bridge Engineer

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
~~SALEM~~

North Bend, Oregon
April 3, 1936.

Mr. G. S. Paxson
Acting Bridge Engineer
Oregon State Highway Commission
Salem, Oregon.

COPY

Dear Sir:

I am inclosing herewith a copy of a letter from the Northwest Roads Company relative to a claim for finishing the arches on the Coos Bay Bridge.

After collaborating with Mr. A. G. Skelton regarding this matter, we believe that the surface to be finished as indicated in their letter is in accordance with your instructions as of February 17, 1936.

Mr. Panton informed me verbally a few days ago that the surface to be finished as specified in your letter is not in accordance with the contract, and that he intended to enter a claim for this additional work.

I requested him to notify this office in writing to the end that we could keep an incontestable record of all finishing activities.

The finishing is now under way and a complete cost record is being kept.

Very truly yours,

D. R. Smith (signed)

D. R. Smith
Resident Bridge Engineer
Coos Bay Bridge

Incl.

April 1, 1936

COPY

Mr. D. R. Smith
Resident Bridge Engineer
North Bend, Oregon.

Dear Mr. Smith:

We acknowledge receipt of your letter of February 18th, transmitting copy of Mr. Paxson's letter of February 17th in which he states that we will be required to surface finish the spandrel beams on the arch spans of the Coos Bay Bridge. From our conversation with you and Mr. Paxson we interpret this to mean the floor beams or transverse beams on each pair of spandrel columns.

We further acknowledge the verbal instructions by you, Mr. Skelton and Mr. Paxson requiring that we surface finish the following surfaces on the arch spans:

Item 1. All spandrel columns;
Item 2. Outside and bottom of all outside girders or spandrel beams;
Item 3. Bottom of roadway slab outside of outside girders, as well as the vertical surface between bottom of roadway slab and bottom of sidewalk slab;
Item 4. All brackets;
Item 5. Bottom and outside surface of sidewalk beam;
Item 6. All struts between arch ribs;
Item 7. Floor beams or transverse beams; (below the bottom of the longitudinal girders).
Item 8. All handrail and curb;
Item 9. All arch ribs.

Will you kindly confirm these instructions in a letter as we are about to proceed with the work?

As we are of the opinion that the specifications for this contract clearly and definitely designate the parts of arch bridges to receive surface finish and that items 1, 2, 3, 4, 5, 6 and 7 are not so designated, we request that you keep a record of the cost of this part of the work as a check on the claim we will present for compensation.

Yours very truly,

NORTHWEST ROADS COMPANY
By

E. C. Panton
Superintendent

ECP:RR

C: Mr. Theodore Shoemaker

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
STATE DIRECTOR

Portland, Oregon
March 28, 1936.

Surface Finish
Coast Bridges
Docket 982 (Oreg.)

Mr. G. S. Paxson
Acting Bridge Engineer
Salem, Oregon.

COPY

Dear Mr. Paxson.

I have your letter of March 27, and feel that your explanation of the procedure given as to finish, covers the question of any procedure by the contractor satisfactorily.

It would seem to us that this instruction should be sufficient.

I note that copy of your letter has gone to Mr. R. H. Corey of the Inspection Department, Public Works Administration. I am also sending him copy of this reply.

Yours very truly,

C. C. Hockley (signed)

C. C. Hockley
Acting State Director (Oregon)

For the Administrator

CCH:D

cc Mr. R. H. Corey

SSIONERS
NNY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 27, 1936.

Mr. C. C. Hockley
Acting State Director P.W.A.
508 Failing Building
Portland, Oregon.

My dear Mr. Hockley:

During recent conferences with representatives of the Inspection Division, it appears that further clarification of the specifications covering surface finish are advisable.

The members of the structures which are to be given Class 1 surface finish and the members which are to be given Class 2 surface finish are as detailed in Division IV of the general specifications which is part of the contract on each of these projects.

Specifically, in Paragraph 4140, piers shall be given a Class 2 surface finish.

In Paragraph 4031, under "Concrete Viaducts" it is specified that the exposed surfaces on columns, struts, bracing and floor beams shall be given a finish in accordance with the requirements for Class 1 surface finish.

In Paragraph 4039, under "Concrete Arches" it is specified that all arch ribs or rings, rails, copings and exposed surfaces of spandrel and wing walls shall be finished in accordance with the requirements for Class 1 surface finish. The exposed surface of piers and abutments below the spring line of the arches shall be finished in accordance with the requirements for Class 2 surface finish. This parallels the specification in Paragraph 4010 for piers.

In general, Class 1 surface finish, is required for all exposed surfaces other than piers, and for the piers, Class 2 surface finish is required.

The interpretation of what surfaces are not exposed surfaces and are therefore excluded from the requirements of finishing are as follows: The underside of the deck between the girders, the inside faces of the outside girders, and both faces and bottom of the interior girders, and the underside of the sidewalk where this underside surface is masked by a longitudinal girder projected below the sidewalk, together with that portion of any transverse girder which lies inside the outside girders and above the bottom of the girders, is considered as not exposed to view and is therefore not required to be finished.

In the specification for surface finish is a statement that all form marks shall be removed. The removal of form marks is taken to mean the removal of any irregularities in the surface due to the imprint of the forms. It does not mean the removal of the slight change of color which always takes place at a joint in the form, at which there will be a slight leakage of water during the setting period of the concrete.

Under Class 1 surface finish, it is specified that the rubbing shall continue until the entire surface is of a smooth texture and uniform in color. In judging whether or not this specification has been complied with, the accessibility to inspection of the individual member is to be taken into account. Members which are subject to close inspection by pedestrian or automobile traffic or by observers at either end of the bridge will require a higher type of surface both as to smoothness and color, than surfaces which must necessarily be viewed from a distance.

It is the purpose of the finishing that the completed structure shall have a pleasing and well finished appearance. The exact method set forth in Section 3063 of the specifications is a guide in obtaining the desired appearance. When, due to the condition of the surface to be finished, it becomes advisable to deviate from the exact method prescribed in order to obtain the result contemplated, such deviation may be made under the direction of the engineer. These deviations consist in general, of a variation in the time elapsing between the first and second rub of the surface, and in the amount of mortar used in filling up surface irregularities.

The above interpretation of the surface finish specifications is that which has been given to them by this department in the construction of hundreds of bridges in the last fifteen years. The interpreting of these specifications is within the authority of the engineer, as set forth in Paragraph 1013 of the general specifications.

In order that all those concerned may be fully advised, I would ask that you give the above consideration, and if the same meets with your approval, transmit it to the State Engineer Inspector.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

cc R. H. Corey
R. H. Baldock
A. G. Skelton

GSP:AP

SIONERS
NY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

February 17, 1936

COPY

Mr. D. R. Smith
North Bend, Oregon.

Dear Sir:

I have given the matter of finishing of the spandrel beams on the deck arches at Coos Bay, as questioned by Mr. Panton in our conversation Friday, further consideration, and have looked over the structure with the idea of ascertaining whether or not the foregoing of such surface finish would be objectionable.

In my opinion, these beams are an exposed and visible portion of the structure, and in view of our practice in 15 years of construction, in requiring that all portions of the structure below the elevation of the bottom of the longitudinal girders be finished, I would ask that you notify Mr. Panton that this finishing will be required.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc A. G. Skelton

Coos Bay Bridge

March 24, 1936

Rev. Harry E. Rarey
Pastor First Methodist Church
1972 Meade Street
North Bend, Oregon

Dear Sir:

Responding to your communication of March 12, in which you make a request for permission to hold an Easter Sunrise Service in the middle of the steel span of the new Coos Bay bridge on April 12, please be advised that until the bridge is completed and accepted the structure is under the control of the contractors and you would have to make your arrangements with them. The contractors are responsible for any accident occurring on the structure. In consequence, we will give you permission contingent upon your securing the written consent of the contractors.

The contractors are Virginia Bridge & Iron Company, 309 S. E. 33d Street, Portland, and Northwest Roads Company, P. O. Box 5072, Portland.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. G. S. Paxson

March 19, 1936.

Mr. R. H. Baldock

With regard to the proposal of the Epworth League of the First Methodist Church in North Band to hold an Easter Sunrise Service on the Coos Bay Bridge, it would seem that since this bridge will not be completed or accepted by that time that the consent of the contractor should be secured for this purpose.

The contractors are responsible for any accident occurring on the structure.

I would suggest that our permission be given contingent upon the Epworth League securing the consent of the contractors.

G S Paxson

G. S. Paxson

GSP:AP
Enclosure

REFERRED TO
Mr. Paxson
by State Highway Engineer

Please give me your recommendation on this.

1972 Meade
North Bend, Oregon
March 12, 1936

ague of the First Methodist Church in North Bend would
r Sunrise Service in the middle of the steel span of the
dge, this year, on April 12th. I understand that the
to traffic yet by that time, so that such a Service would
c.

formed by the resident Highway Engineer, Mr. Smith, that
get permission directly from the Commission, for holding
, it would be open to the public, and the other Young
be invited to cooperate in conducting the Service.

iate an early reply, in order that the necessary plans

Sincerely yours,

Harry E. Rarey

Pastor First Methodist Church
North Bend, Oregon

I believe that under these circumstances, Unit "A" can be left out of any bonus calculation. Unit "D" being the south approach, was completed and ready for traffic about March 1, while Unit "C", the north approach, will not be completed and ready for traffic until approximately April 20.

The V. B. & I. Company have the contract for Unit "B", and this unit was completed and ready for traffic March 15.

The question arises as to whether the division of the bonus shall be based upon the completion of each of these units or shall be based upon the completion of the complete contract entered into with each of the contractors. In other words, in computing the bonus, shall the time saved on Unit "D" be taken into consideration as a credit to the Northwest Roads Company or shall they be entitled to no credit until such time as the last unit (Unit "C") in their contract is completed.

The total bonus on this job will amount to around $7,500, and the difference in the method of computing the division will amount to around $1,500 between the two contractors.

The contract is rather indefinite as to the time at which the bonus should start. It reads as follows:

1972 Meade
North Bend, Oregon
March 12, 1936

State Highway Commission
Salem, Oregon

Dear Sirs:

The Epworth League of the First Methodist Church in North Bend would like to sponsor an Easter Sunrise Service in the middle of the steel span of the new Coos Bay Highway bridge, this year, on April 12th. I understand that the bridge will not be open to traffic yet by that time, so that such a Service would not interfer with traffic.

I have been informed by the resident Highway Engineer, Mr. Smith, that it will be necessary to get permission directly from the Commission, for holding such a service. If held, it would be open to the public, and the other Young People's Societies would be invited to cooperate in conducting the Service.

I would appreciate an early reply, in order that the necessary plans could be worked out.

Sincerely yours,

Harry E. Rarey

Pastor First Methodist Church
North Bend, Oregon

I believe that under these circumstances, Unit "A" can be left out of any bonus calculation. Unit "D" being the south approach, was completed and ready for traffic about March 1, while Unit "C", the north approach, will not be completed and ready for traffic until approximately April 20.

The V. B. & I. Company have the contract for Unit "B", and this unit was completed and ready for traffic March 15.

The question arises as to whether the division of the bonus shall be based upon the completion of each of these units or shall be based upon the completion of the complete contract entered into with each of the contractors. In other words, in computing the bonus, shall the time saved on Unit "D" be taken into consideration as a credit to the Northwest Roads Company or shall they be entitled to no credit until such time as the last unit (Unit "C") in their contract is completed.

The total bonus on this job will amount to around $7,500, and the difference in the method of computing the division will amount to around $1,500 between the two contractors.

The contract is rather indefinite as to the time at which the bonus should start. It reads as follows:

FIRST

METHODIST EPISCOPAL CHURCH
North Bend, Oregon

"And I, if I be lifted up from the earth,
Will draw all men unto myself."
--Luke 12:30.

Harry E. Rarey	Pastor
Chas. W. Hulen	S.S. Supt.
Mrs. Mary Dunlap	Pianist And Director of Music
Mrs. Edna Miller	L.A. Pres.
Ivan Neely	E.L. Pres.

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h 17, 1936.

RECEIVED
MAR 25 1936

NOTED
State Highway Engineer

ll soon be finished, and the
tween the Northwest Roads Company
ron Company will have to be

ompany have the contract for
"A" covered the construction of
l spans. The piers on the south
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V. B. & I. Company were able to
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r the contract.

I believe that under these circumstances, Unit "A" can be left out of any bonus calculation. Unit "D" being the south approach, was completed and ready for traffic about March 1, while Unit "C", the north approach, will not be completed and ready for traffic until approximately April 20.

The V. B. & I. Company have the contract for Unit "B", and this unit was completed and ready for traffic March 15.

The question arises as to whether the division of the bonus shall be based upon the completion of each of these units or shall be based upon the completion of the complete contract entered into with each of the contractors. In other words, in computing the bonus, shall the time saved on Unit "D" be taken into consideration as a credit to the Northwest Roads Company or shall they be entitled to no credit until such time as the last unit (Unit "C") in their contract is completed.

The total bonus on this job will amount to around $7,500, and the difference in the method of computing the division will amount to around $1,500 between the two contractors.

The contract is rather indefinite as to the time at which the bonus should start. It reads as follows:

Coos Bay Bridge

MAR 25 1936

March 17, 1936.

10:00 A.M. Sunday School. Next Sunday is "Bring One Sunday". Can you bring someone with you?

11:00 A.M. Morning Worship Service.
"Let Love be without hypocrisy."
Prelude
Processional (Standing)
Collect
Hymn 543 (Seated)
Scripture Lesson--Acts 5:1-11.
Prayer
Special Music
Psalter (Standing)
Tenth Sunday Evening
Gloria Patria
Offertory
Hymn 424 (Standing)
Sermon: "The Sincerity of Jesus"
Hymn 458 (Standing)
Benediction
Postlude

6:30 P.M. Epworth League Service
Leaders--Loraine Cook and Maxine Sigsby.
Topic--"Devotional Use of the Bible"

7:30 P.M. Informal Evening Service.
Prelude
Hymns 193, 184
Scripture Lesson--Luke 16:19-31.
Prayer
Hymn 158
Responsive Reading 314
Doxology
Offertory
Hymn 262
Sermon: "Is There A Hell?"
Hymn 200
Benediction

-oOo-

Mr. J. J. Handsaker of Portland will speak at the Methodist Church in Marshfield Tuesday morning at 10 o'clock, on "War Tomorrow--Will We Keep Out?". All who can should plan to hear him.

-oOo-

Choir Practice Wednesday at 7:45 P.M.

-oOo-

Mid-Week Service Thursday at 7:30 P.M. Bible Study Theme--"Faith". All members are urged to attend this service during Lent if at all possible.

or shall they be entitled to no credit until such time as the last unit (Unit "C") in their contract is completed.

The total bonus on this job will amount to around $7,500, and the difference in the method of computing the division will amount to around $1,500 between the two contractors.

The contract is rather indefinite as to the time at which the bonus should start. It reads as follows:

Coos Bay Bridge

NOTED

State Highway Engineer

MAR 2[illegible] 1936

March 17, 1936.

A short but important meeting of the Offici[illegible] Board will be held at the close of the Mid-Week Service on Thursday night. It is the duty of all Trustees, Stewards, and Officers to be present if possible.

-oOo-

Ladies Aid Thursday afternoon. Mrs. Langs and Mrs. Lyster will be hostesses. All Ladies of the church are welcome.

-oOo-

Next Sunday is BRING ONE SUNDAY for our Church and Sunday School. All who bring one or more to any of the services will be placed on the "Honor Roll". A new Bible will be given to the one bringing the largest number of persons.

Be sure to introduce your visitors to the Supt. or the Pastor, and turn in their name and address on the cards provided for that purpose.

Do not bring anyone who is a member or regular attendant at some other Church in North Bend, If you bring a member of our Church or Sunday School who ~~has~~ not been attending regularly during the past four months, it will count the same as a new person.

Let's make next Sunday a big day!

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t Roads Company
or shall they be entitled to no credit until such time as the last unit (Unit "C") in their contract is completed.

The total bonus on this job will amount to around $7,500, and the difference in the method of computing the division will amount to around $1,500 between the two contractors.

The contract is rather indefinite as to the time at which the bonus should start. It reads as follows:

Coos Bay Bridge

March 17, 1936.

Mr. J. M. Devers:

NOTED
State Highway Engineer

The Coos Bay Bridge will soon be finished, and the correct division of bonus between the Northwest Roads Company and the Virginia Bridge & Iron Company will have to be decided.

The Northwest Roads Company have the contract for Units "A", "C" and "D". Unit "A" covered the construction of the piers supporting the steel spans. The piers on the south side of the channel were completed substantially ahead of the contract date for their completion while the piers on the north side were considerably behind the contract time. With the completion of the south piers, the V. B. & I. Company were able to start the steel erection on the south side considerably before the time guaranteed them under the contract.

I believe that under these circumstances, Unit "A" can be left out of any bonus calculation. Unit "D" being the south approach, was completed and ready for traffic about March 1, while Unit "C", the north approach, will not be completed and ready for traffic until approximately April 20.

The V. B. & I. Company have the contract for Unit "B", and this unit was completed and ready for traffic March 15.

The question arises as to whether the division of the bonus shall be based upon the completion of each of these units or shall be based upon the completion of the complete contract entered into with each of the contractors. In other words, in computing the bonus, shall the time saved on Unit "D" be taken into consideration as a credit to the Northwest Roads Company or shall they be entitled to no credit until such time as the last unit (Unit "C") in their contract is completed.

The total bonus on this job will amount to around $7,500, and the difference in the method of computing the division will amount to around $1,500 between the two contractors.

The contract is rather indefinite as to the time at which the bonus should start. It reads as follows:

> "In the event that the bridge is completed and ready for traffic before the specified completion date, as stated elsewhere herein, a saving will accrue to the state, and for each and every day that the bridge is under traffic (continuously and without further interruption of traffic) before said specified completion date, the state will pay to the contractor or contractors, a bonus of $50.00."

You will note that in the first part of this sentence, it says -- "is complete and ready for traffic" -- whereas further on in the sentence it says -- "for each and every day that the bridge is under traffic."

I have been interpreting this to mean that when the structure is completed to an extent whereby we could route traffic over it continuously and without interruption, that a bonus would be due the contractor.

When traffic is routed over the bridge, the ferry can be discontinued and a saving will accrue to the state from this reason.

I would ask that you examine this specification, and give me your interpretation of the above.

G. S. Paxson

CC Mr. Baldock

Const
Bridges-Coast Hwy
Coos Bay

March 17, 1936

Mr. S. H. Boardman
Parks Engineer
OFFICE

Dear Sir:

Herewith communication from Mr. G. S. Paxson which is self-explanatory relating to the Coos Bay ferry slips. Please investigate and advise.

Yours very truly,

RHB:MC

State Highway Engineer

encl.

cc - G. S. Paxson

March 16, 1936.

Mr. R. H. Baldock:

After the opening of the Coos Bay Bridge to traffic it will be necessary that we dismantle the present ferry slips. In connection with this, I would suggest that Mr. Boardman investigate the desirability of making over the present North Bend slip into a dock to be operated in connection with our State Park.

We own approximately 200 feet of bay frontage at the present ferry slip which is I think, the only publicly owned bay frontage on the lower bay.

The Russell Point slip should be entirely dismantled as there will be no further connection to the highway from this slip. There will be considerable salvage of material from this Russell Point ferry approach, in general, as follows:

278 creosoted piling 20 to 40 feet long
131 MBM Douglas fir stringers, untreated
138 MBM 4x12 decking Port Orford Cedar

Also, a few thousand feet of untreated fir in caps and bridging.

I would suggest that authority be obtained to dismantle this approach under the same contract as for the building of Catching Slough Bridge. I would like early advice on this as it will be necessary to slightly modify the Catching Slough design to use the maximum amount of salvaged material.

G S Paxson

G. S. Paxson

GSP:AP

Coos Bay Bridge
shb - file copy

March [illegible], 193[illegible].

Mr. G. S. Paxson
Acting Bridge Engineer
Office.

NOTED
State Highway Engineer

Dear Sir:

The Virginia Bridge & Iron Company, contractors for the construction of Unit [illegible] of the Coos Bay Bridge in Coos County, Contract No. [illegible], have completed their work with the exception of the painting of a portion of the structural steel, the cost of which unfinished work will be approximately $[illegible],000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount, it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreements supplementary thereto.

Since the painting of the structural steel has been postponed awaiting favorable weather for such painting, it is considered that this weather is a contingency within the meaning of the contract and that since three per cent of the contract amount will amount to approximately $[illegible], it appears that the State's interest will be amply protected if a sum of money equal to three per cent of the contract price of said job is retained until the job is completed.

I therefore hereby certify that in consideration of the foregoing conditions and circumstances, the contractor is entitled to a release of all retained moneys earned under said contract save and except an amount equal to three per cent of the contract price; and I therefore order that there be retained until said job is completed, a sum of money equal to three per cent of the contract price and that all other earned and unpaid moneys be paid to the said contractor as soon after the completion of all work except the painting of the structural steel as is practicable.

This order is conditioned upon The Virginia Bridge & Iron Company's securing consent in writing of the surety company to a reduction of the retained percentage from ten per cent to three per cent.

Very truly yours,

R. H. Baldock
State Highway Engineer

March 3, 1936

Mr. L. J. Simpson
North Bend
Oregon

Dear Mr. Simpson:

Mr. Baldock has handed me your letter of February 26 in which you express your desire to appear before the State Highway Commission at its next meeting in regard to the matter of setting a date for the celebration of the opening of the Coos Bay bridge.

The next meeting of the Commission is scheduled to be held in the Auditorium of the Public Service Building, Portland, on Thursday, March 12. I am placing your name on the agenda, to be heard by the Commission at the hour of 2:30 o'clock p.m. on that day, and trust that this will be satisfactory.

Very truly yours,

Secretary

March 12
2:30 pm

Did not appear

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. YOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

March 2, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Louis J. Simpson
Empire, Oregon

Dear Sir:

Responding to your communication of February 28, I feel sure that the Commission has no objection to the date set, June 5, 6 and 7. I have requested the Secretary to place the matter on the agenda to discuss it with the Commission at the meeting on March 12 (next week), after which you will be advised.

I further believe that it would be quite appropriate to have Governor Martin officially dedicate the bridge.

With best personal regards, I remain

Very respectfully,

State Highway Engineer

RHB:HI

cc Mr. H. B. Glaisyer

The City of North Bend

I. N. HARTLEY
CITY TREASURER

NORTH BEND, OREGON

MAR 2 1936
OREGON
HIGHWAY COMMISSION

Feb. 28, 1936

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

My Dear Mr. Baldock:

Since writing you the other day, we had another meeting of our bridge celebration Committee, at which time I read your letter to them. We felt your suggestion for holding the dedication cermonies early in June should be followed, and in as much as the Portland Rose Festival is set for June 11,12 and 13th, and the Siuslaw bridge celebration for May 30th, there was nothing else for us to do but set June 5, 6, and 7th for our celebration, which date is subject to the approval of the Highway Commission. If, for any reason, this date is not satisfactory to you, will you please advise me at your earliest convenience?

Our tentative program is to devote Friday, the first day of the celebration, to entertainment of various kinds and to hold the dedication cermonies Saturday morning, at which time we will have various forms of entertainment including a parade. On Sunday we will have no set program but will arrange to furnish transportation to visitors who may desire to visit any of the surrounding country or look over the parks and beaches.

It is our intention to ask Governor Martin to officially dedicate the bridge, which I presume would be the wishes of the Commission.

Please feel free to criticise our action in this matter and feel assurered that any suggestions that you might have to offer in connection with our program will be appreciated.

With best of personal regards, I am

Sincerely,

L. J. Simpson.

LJS:IMJ

5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

February 27, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. L. J. Simpson
Empire, Oregon

Dear Sir:

Responding to your communication of February 26, advise that the Highway Commission will hold their next meeting at the Public Service Building in Portland on March 12. I have asked the Secretary to make an appointment for you. I imagine that any time during the week of June first would be satisfactory.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. H. B. Glaisyer ✓

2:30 PM March 12

The City of North Bend

I. N. HARTLEY
CITY TREASURER

NORTH BEND, OREGON

February 26, 1936

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

My Dear Mr. Baldock:

Many thanks for your letter of the 24th together with your suggestions. We feel, as a matter of courtesy, we should ask the members of the Highway Commission to indicate to us what date for the dedication of the Coos Bay Bridge would be satisfactory and convenient for them. We would also like to have them indicate what particular part of the dedication cermonies they desire to take part in. We will probably be unable to secure such an expression from them except at the next meeting, and if you will advise me when and where this will be held, I will arrange to attend.

We have been advised that Waldport has already arranged for their celebration on May 8, 9 and 10, and that Florence will follow with theirs on May 30th. In setting the date for our own celebration, we want to be sure that the work will be far enough along to permit crossing the bridge and would be glad to have you advise us, as nearly as you can, the approximate date in early June that would be safe for us to set for our celebration.

Thanking you for your assistance and cooperation and with best personal regards, I am

Sincerely,

L. J. Simpson

LJS:IEJ

REFERRED TO

5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

February 24, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. L. J. Simpson
North Bend, Oregon.

Dear Mr. Simpson:

Your letter of February 15, with reference to the dedicatory ceremonies for the Coos Bay Bridge, has been received.

I do not believe that your suggestion for holding the dedication before the bridge is opened for through traffic and while the ferry is still in operation, is practicable. We can not forecast the date on which the structure will be open for traffic far enough ahead to properly schedule the dedication, and once the bridge is complete, we would of course be subjected to severe criticism if we barricaded it and continued the operation of the ferry, waiting for the dedication ceremony.

My suggestion would be that some time early in June when the weather is sure to be favorable, be decided upon, and plans made for the ceremony at that time. We can interrupt traffic for the few minutes necessary to formally break the ribbon or remove any other ceremonial barricade which might be placed.

Your suggestion of having President Roosevelt, press the button to open the bridge would add materially to the occasion, provided the timing can be worked out. We will, of course, be glad to confer with you regarding this matter at any Commission meeting.

Very truly yours,

RHBaldock

R. H. Baldock
State Highway Engineer

GSP:AP

Glaisyer

cc Bridge ~~Department~~

February 24, 1934.

Mr. L. J. Simpson
North Bend, Oregon.

Dear Mr. Simpson:

Your letter of February 15, with reference to the dedicatory ceremonies for the Coos Bay Bridge, has been received.

I do not believe that your suggestion for holding the dedication before the bridge is opened for through traffic and while the ferry is still in operation, is practicable. We can not forecast the date on which the structure will be open for traffic far enough ahead to properly schedule the dedication, and once the bridge is complete, we would of course be subjected to severe criticism if we barricaded it and continued the operation of the ferry, waiting for the dedication ceremony.

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Your suggestion of having President Roosevelt, press the button to open the bridge would add materially to the occasion, provided the timing can be worked out. We will, of course, be glad to confer with you regarding this matter at any Commission meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:AP

cc Bridge Department

REFERRED TO
Mr. Paxson
By State Highway Engineer

Please give me your thought on this matter.

The City of North Bend
I. N. HARTLEY
CITY TREASURER
NORTH BEND, OREGON

RECEIVED
FEB 18 1936
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FEB 19 1936
OREGON STATE HIGHWAY COMMISSION

February 15, 1936

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celebration, at the time of the official dedication
s selected to act as chairman.

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e Commission, I thought it best to write to you
suggestions which will be greatly appreciated. It was our thought that the first thing to do was to ask the highway commission to advise us of their plans in connection with dedication cermonies and to find out from them a date that would be acceptable and convenient. We would of course like to know as far in advance as possible, so that we may have ample time in which to perfect plans and advertise.

Would you advise holding the dedication before the bridge is open for through traffic and while the ferry is still in operation, so that there would be no confusion or interruption during the cermonies. In our discussion last evening, it was suggested that if this date can be set at a time when the bridge and approaches are sufficiently completed to permit through traffic and then after the dedication cermonies for the bridge, formerly open it for traffic. We would like, however, to hear from you concerning this with whatever suggestions you may have to offer.

The Western Union has advised our committee that if we so desire they will without expense to us make necessary arrangements for having President Roosevelt press the button, which in turn will break the ribbon or whatever barrier may be placed on the bridge. This, however, is a matter that we feel should be referred to the Commission. We plan to stage a worthwhile celebration and a big one to and will, of course, need plenty of time to get it lined up.

I will appreciate it very much if you will, when you reply to this letter, make suggestion for our guidance in making our plans. After hearing from you, the committee wish to present the matter formally to the Commission but will await doing so until we hear from you.

The City of North Bend

I. N. HARTLEY
CITY TREASURER

NORTH BEND, OREGON

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STATE HIGHWAY COMMISSION

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FEB 19 1936
OREGON STATE HIGHWAY COMMI

February 15, 1936

R. H. Baldock
State Highway Engineer
Salem, Oregon

My Dear Mr. Baldock:

Last evening we organized a general committee to handle the Coos Bay bridge celebration, at the time of the official dedication of the same, and I was selected to act as chairman.

Before formulating any definite plans or before formerly taking it up with the Commission, I thought it best to write to you personally for a few suggestions which will be greatly appreciated. It was our though that the first thing to do was to ask the highway commission to advise us of their plans in connection with dedication cermonies and to find out from them a date that would be acceptable and convenient. We would of course like to know as far in advance as possible, so that we may have ample time in which to perfect plans and advertise.

Would you advise holding the dedication before the bridge is open for through traffic and while the ferry is still in operation, so that there would be no confusion or interuption during the cermonies. In our discussion last evening, it was suggested that if this date can be set at a time when the bridge and approaches are sufficiently completed to permit through traffic and then after the dedication cermonies for the bridge, formerly open it for traffic. We would like, however, to hear from you concerning this with whatever suggestions you may have to offer.

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I will appreciate it very much if you will, when you reply to this letter, make suggestion for our guidance in making our plans. After hearing from you, the committee wish to present the matter formally to the Commission but will await doing so until we hear from you.

It will be rather difficult to bring this matter before the Commission except at one of their regular meetings, and I understand that your next meeting will be in the for-part of March. If, however, a meeting should be held before then, I would be very glad to be present and submit the matter to the Commission then. Will you please advise me concerning this?

With kindest personal regards and thankind you for an early reply, I am

Sincerely,

L.J. Simpson

LJS:IEj

CONTRACT #1625,
1626

WPA Coos Bay Bridge # 1615
1616

[illegible]

NORTH BEND CHAMBER OF COMMERCE
NORTH BEND, ON COOS BAY,
OREGON

November 23, 1935

Gentlemen:

Enclosed you will find a copy of the resolution passed by the executive committee of the North Bend Chamber of Commerce urging that the Coos Bay bridge be called the "A. M. Simpson Memorial Bridge".

We know that there has been some opposition to the name, but why call the bridge Coos Bay Bridge? It is merely a geographic point whereas Captain A. M. Simpson was a pioneer of Coos Bay and the entire Pacific Coast for that matter, and we believe that it would be a fitting tribute to this pioneer, who transformed Coos Bay from a primitive wilderness into a progressive modern community.

Hoping that you give this resolution some consideration, we are

Very cordially yours,

North Bend Chamber of Commerce
Athur Derbyshire,
Secretary

STATE HIGHWAY COMMISSION
SALEM, OREGON

ACKNOWLEDGED
H. B. GLAISYER

PY FOR MR ______________
om H. B. Glaisyer, Secretary

RESOLUTION OF THE NORTH BEND CHAMBER OF COMMERCE

WHEREAS, Captain A. M. Simpson was the owner and operator of the first sawmill on Coos Bay and was one of the principal timber owners and sawmill operators on the Pacific Coast, having owned and operated lumber mills at Grays Harbor and Willapa Harbor, in Washington, Knappton, Astoria, Umpqua River, Coos Bay, Port Orford in Oregon, Crescent City, Mendicino City and San Francisco in California, and was the owner and oprator of as many as 28 vessels at one time; and,

WHEREAS, he was the original owner of the lands in the North end of North Bend and dedicated some eighty acres to the City of North Bend for a City Park; and,

WHEREAS, the City of North Bend and heirs of the said Captain A. M. Simpson, conveyed to the State of Oregon, without compensation, a strip of land 400 feet in width across said City Park for the south approach of the new bridge across Coos Bay; and,

WHEREAS, due to the untiring efforts of Captain A. M. Simpson, all that portion of the Pacific Coast betwemn Grays Harbor, Washington, and San Francisco, California, and the Coos Bay District in particular, was transformed from a primitive wilderness into progressive modern communities and that it would be fitting and proper to honor his memory by naming the new bridge across Coos Bay the "A. M. Simpson Memorial Bridge".

WHEREFORE, the executive committee of the North Bend Chamber of Commerce, RESOLVES that the Highway Commission of the State of Oregon, be urged to name said bridge the "A. M. Simpson Memorial Bridge", and that a copy of this resolution be sent to the State Highway Commission.

Dated this 22nd day of November, 1935.

NORTH BEND CHAMBER OF COMMERCE,

By L. W. Turnbell, President

COPY

By Arthur Derbyshire, Secretay

ACKNOWLEDGED
H. B. GLAISYER

Coos Bay Harbor, North Bend, November 7, 1935

When The Bridge Is Dedicated Let It Be In Honor Of A Worthy Pioneer

As the date of the dedication of the Coos Bay bridge draws near numerous persons have been heard discussing and endorsing various people in whose honor the structure should be dedicated. It is, we are told, the common procedure and duty of the state highway commission to approve the name of some worthy person and have the bridge dedicated to his memory.

A number of worthy people can be suggested, each deserving of the honor, but we find a great number favoring the bridge be named the "A. M. Simpson Memorial bridge." There are many good, sound reasons why this great structure should be named to commemorate this worthy pioneer, namely: he was a trail blazer for the entire coast in every endeavor that eventually meant the building of cities all along the line.

Capt. Simpson owned or built sawmills at Grays Harbor, Wn., Willapa Harbor, Wn., two mills on the Columbia river, one at Knapton, the other at Astoria; Umpqua river, Coos Bay, Port Orford, Crescent City, Cal., Mendocino City, Cal., and San Francisco.

His first venture on Coos Bay was in 1856 when he shipped in machinery from Sutters Mill, Cal., and built a plant of 5000 feet per day capacity. The two masted ship was wrecked and its commander, Capt. Lewis Simpson, lost his life, but the greater part of the cargo was salvaged. This first mill was located at Old Town now occupied by the plant of the Coos Bay Logging Co. Two years later Capt. Simpson started a shipyard at that point and over 50 vessels were designed and built by him. He designed and built the first three, four, five and baldheaded schooners ever built on this or any other coast of the United States. He designed and built the only full rigged ship on the Pacific coast, and on her maiden voyage to Liverpool with a cargo of wheat made a record that has never since been equalled. Unfortunately this ship was wrecked on her second voyage.

His losses by fire were heavy, more than $1,000,000 went up in smoke in San Francisco at the time of the earthquake, nine mills at various points along the coast were burned and 22 ships of various types were wrecked.

At one time he owned and operated a fleet of 28 ships and steam schooners, all of which as before stated were designed and built by him.

One of the final acts of his most eventful career was donating to the city of North Bend 80 acres for park purposse. The south approach to the bridge is built on this park, which is another reason why this pioneer should be honored and his memory perpetuated.

This is the type of a pioneer that we believe should be recognized, for his endeavors were not centered on one particular locality, but instead were from Grays Harbor, Wn., to San Francisco. However this much may be truthfully stated, his greatest efforts were put forth in building up Coos Bay.

We respectfully submit to you, gentlemen of the state highway commission, the wonderful record of this truly great pioneer, and urge you as will many others, all of the people along the coast unitedly and without opposition, that you dedicate this great structure to the memory of a man who has accomplished all these things and that the bridge be named the "A. M. Simpson Memorial bridge."

Const.
Coast Hwy Bridges
Coos Bay Brid

November 4, 1935.

Hon. Charles H. Martin
Governor of Oregon
Building.

Dear Governor Martin:

A letter from the State Relief Committee of Oregon dated October 23, 1935, together with a report on the relief labor situation in Coos County as of October 16, and 17, 1935, from Miss Marian Bowman, Assistant Social Service Supervisor, has been referred to me for a report on the labor situation at the Coos Bay Bridge at North Bend.

For the week ending October 19, 1935, a total of 428 men were employed upon the Coos Bay Bridge. Our records show that of this number, only 26 are out of state men. These 26 consist of eleven foremen, or men in other supervisory capacities for the Northwest Roads Company, one superintendent and one foreman for the Concrete Engineering Company who are subcontractors for the placing of reinforcing steel, eleven foremen for the F. L. Helser Company, subcontractors on the erection of structural steel, and two foremen for the Virginia Bridge & Iron Company, general contractors for the structural steel. All other men employed on this project are men who have been certified to us by the National Reemployment Service as eligible for work on this job.

Our contract provides that the contractor may select his foremen and other supervisory employes without reference to unemployment lists. On this particular project the general contractors and subcontractors happen to be out of state concerns but even so, of a total of forty-five supervisory employes, only twenty-six are men brought in from out of state by the contractors.

A great deal of the work on this project is of a very highly skilled nature. This is particularly so in the erection of the structural steel portion of the bridge. Very little work of a similar character has been done in the Coos Bay region in the past, and the local supply of skilled men qualified for such work is very limited. The work is exceptionally hazardous, and to attempt to use unskilled men on such work would undoubtedly result in many serious accidents.

The contractors have endeavored to give every local man sent to the job by the National Reemployment Service a fair trial, but for the welfare of the men, have not permitted inexperienced or unskilled men on these dangerous portions of the work. The trying out of these men counts in a large measure for the large labor turn-over on this job.

The Northwest Roads Company, general contractors for the concrete portions of the structure, are getting their work well along towards completion, and have materially reduced their forces during the last few months. In doing so, they have, of course, kept the best workmen in their crews. Since at the peak of the job, a considerable number of workmen from other parts of the state were sent in to augment the local supply, this has resulted in the discharge of some local men while the services of non-local men have been continued.

We have never been able to substantiate the complaints that local residence mitigated in any way against employment on this project, and except in the case of supervisory employes who are specifically exempted under the contract, the contractor has, in all cases, employed men from lists furnished by the National Reemployment Service.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:AF

Mr Porter

By State Highway Engineer

Please prepare a reply for me.

E RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON

E. R. GOUDY, ADMINISTRATOR

MRS. THOMAS HONEYMAN
Portland

J. H. LUHN
Portland

WALFRED SHUHOLM
Portland

Vernonia, Oregon
October 23, 1935

l,

report on relief conditions in Coos County, which I
ding, was so interesting to me and so significant
eatures, that I am passing it on to you.

To the Relief Administration, Coos has always been considerable of a "problem" county. The relatively high percentage of logging and lumbering; the lack of diversification in employment and particularly the lack of seasonal employment in agriculture have contributed to the problem.

Because it promised to aid in the solution of some of our problems in the county, we were particularly gratified when the Coos Bay Bridge project got under way and when the Pilchard reduction plants were set up.

It is disappointing to learn from Miss Bowen's report that the bridge job, unquestionably intended to be a quasi-relief project, is apparently more fruitful in supplying jobs to the contractor's California friends than to Coos County unemployed. And it is almost equally distressing to learn that the Pilchard industry apparently has absorbed only two persons from the relief rolls of the county.

That our concern about relief conditions in this county is not unwarranted is illustrated by the following comparison of population and case load in six Oregon counties of fairly comparable population. The case load figure is the estimate provided by the County Relief Committees of their respective case loads for the month of October, 1935:

COUNTY	1930 Population	Est. October Case Load
Coos	28,373	725
Jackson	32,918	260
Klamath	32,407	375
Linn	24,700	160
Umatilla	24,399	140
Washington	30,275	420

E RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON

E. R. GOUDY, ADMINISTRATOR

MRS. THOMAS HONEYMAN
Portland

J. H. LUIHN
Portland

WALFRED SHUHOLM
Portland

Vernonia, Oregon
October 23, 1935

Hon. Charles H. Martin,
Governor of Oregon.
Salem, Oregon.

Dear Governor Martin:

The attached report on relief conditions in Coos County, which I have just finished reading, was so interesting to me and so significant in one or two of its features, that I am passing it on to you.

To the Relief Administration, Coos has always been considerable of a "problem" county. The relatively high percentage of logging and lumbering; the lack of diversification in employment and particularly the lack of seasonal employment in agriculture have contributed to the problem.

Because it promised to aid in the solution of some of our problems in the county, we were particularly gratified when the Coos Bay Bridge project got under way and when the Pilchard reduction plants were set up.

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STATE RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON

E. R. GOUDY, ADMINISTRATOR

JUDD GREENMAN, *Chairman*
Vernonia
DR. ROBERT L. BENSON
Portland
E. R. BRYSON
Eugene
MISS CELIA L. GAVIN
The Dalles

MRS. THOMAS HONEYMAN
Portland
J. H. LUIHN
Portland
WALFRED SHUHOLM
Portland

Vernonia, Oregon
October 23, 1935

Referred to Mr Baldock
✓ For report in duplicate to Governor
For reply direct to Inquirer-copy for our files
Note & return
EXECUTIVE DEPARTMENT

Hon. Charles H. Martin,
Governor of Oregon.
Salem, Oregon.

Dear Governor Martin:

The attached report on relief conditions in Coos County, which I have just finished reading, was so interesting to me and so significant in one or two of its features, that I am passing it on to you.

To the Relief Administration, Coos has always been considerable of a "problem" county. The relatively high percentage of logging and lumbering; the lack of diversification in employment and particularly the lack of seasonal employment in agriculture have contributed to the problem.

Because it promised to aid in the solution of some of our problems in the county, we were particularly gratified when the Coos Bay Bridge project got under way and when the Pilchard reduction plants were set up.

It is disappointing to learn from Miss Bowen's report that the bridge job, unquestionably intended to be a quasi-relief project, is apparently more fruitful in supplying jobs to the contractor's California friends than to Coos County unemployed. And it is almost equally distressing to learn that the Pilchard industry apparently has absorbed only two persons from the relief rolls of the county.

That our concern about relief conditions in this county is not unwarranted is illustrated by the following comparison of population and case load in six Oregon counties of fairly comparable population. The case load figure is the estimate provided by the County Relief Committees of their respective case loads for the month of October, 1935:

COUNTY	1930 Population	Est. October Case Load
Coos	28,373	725
Jackson	32,918	260
Klamath	32,407	375
Linn	24,700	160
Umatilla	24,399	140
Washington	30,275	420

JUDD GREENMAN, *Chairman*
Vernonia
DR. ROBERT L. BENSON
Portland
E. R. BRYSON
Eugene
MISS CELIA L. GAVIN
The Dalles

STATE RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON
•
E. R. GOUDY, ADMINISTRATOR

MRS. THOMAS HONEYMAN
Portland
J. H. LUIHN
Portland
WALFRED SHUHOLM
Portland

Unless it could be handled through local public opinion, I suppose nothing can be done about the importation of out-of-state labor by the Pilchard people. And, so far as I know, they may require certain skills and experiences that are not available among the relief clients of Coos County.

I do not understand, however, that there is anything so complicated about the construction of one of the C oast bridges as to require large importations of California people. And unless there is some complication present, I believe it is a mistake to permit such a flagrant nullification of one of the fundamental purposes of our large public works program as is indicated here.

I am wondering if you could not handle this matter with Mr. Cabell or Mr. Baldock, having such an investigation made as would show the exact status of workers employed on the Coos B ay bridge and the contractor's reasons for employing large numbers of out-state people, if such is the case. Because of the relatively heavy relief load in Coos County, and the apparent failure of this large public works project to substantially reduce this load as had been hoped, I believe it would be justified.

Yours very truly,

Judd Greenman

Chairman, State Relief Committee.

Judd Greenman, *Chairman*
Vernonia

Dr. Robert L. Benson
Portland

E. R. Bryson
Eugene

Miss Celia L. Gavin
The Dalles

STATE RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON

E. R. GOUDY, Administrator

Mrs. Thomas Honeyman
Portland

J. H. Luihn
Portland

Walfred Shuholm
Portland

REPORT ON VISIT TO COOS COUNTY
October 16 and 17, 1935

Purpose of Visit

To meet with staff and discuss latest rules and regulations concerning certification to WPA. To learn, if possible, reason for high case load.

The September case load of Coos County was 576. There are two WPA projects started and the date of the first pay checks is October 20. Mr. Manser reports that about 110 families will be dropped because of this WPA work. However, there are between ten and fifteen new and reopened cases every day. Most of these men have been on seasonal labor and have earned only enough to carry them through to this time. They are asking only to be certified. The visitors are making very careful checks to ascertain how much was earned. They have very little difficulty in contacting employers for these amounts. Mr. Manser estimates that the case load will increase at least 50 during October.

At the present time the staff consists of Mr. Gosser, Executive Secretary, who also does some work in the Auditing Department; Gordon Manser, Social Service Supervisor; Alta Larson, who takes first interviews, does the filing and some stenographic work; Laura Turpin, stenographer for the case workers; J. B. Kraus, Auditor; and four visitors, Frank Collins, E. E. Fitzwalter, Barbara Bradford, and A. M. Hillstrom. This is apparently a very well run office and Mr. Gosser and Mr. Manser should receive credit for the complete cooperation they have from all members of the staff. Recently Mr. Rogers, who was a clerk, obtained a position in private industry and Mr. Gosser is carrying his work. When Mr. Manser went in as Social Service Supervisor he had an untrained staff, three persons having been taken from relief rolls. He has given them excellent supervision and I believe his visitors are as well read on present social work problems as any I have met. Mr. Manser keeps a steady supply of books regarding social work which he obtains from the State Library. Each of his visitors reads all of these books, as well as the Survey and The Family. He has frequent staff meetings with them to discuss what has been read. There seems to be no dissension among the staff and all members work harmoniously.

JUDD GREENMAN, *Chairman*
Vernonia
DR. ROBERT L. BENSON
Portland
E. R. BRYSON
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The Dalles

STATE RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON
E. R. GOUDY, ADMINISTRATOR

MRS. THOMAS HONEYMAN
Portland
J. H. LUIHN
Portland
WALFRED SHUHOLM
Portland

There are approximately six reasons why the case load is high.

1. The coast bridges are being built under PWA projects. The contractors must take their men from the Reemployment Office. However, the contractor who has the bridge across Coos Bay has consistently fired most of the men taken from the local office. So rapidly has he done this that the list of available men became exhausted. This contractor then hired men from California who had worked with him on previous construction jobs. The reasons for firing these men usually were trivial. For instance, one skilled painter, who was painting the steel fram work, dropped a brush in the river. He worked only half a day and was fired. Mr. Manser has verified all of these stories and they are also borne out by the Reemployment Manager.

2. The Pilchard Industry should have employed many men but the owners of these companies brought in Italians from San Francisco, and to date only two men have been taken from relief rolls for this industry.

3. There are many small "gyppo" logging outfits throughout the county. They usually have to sell their lumber before they can pay their men, and by the time they have sold the lumber they generally fold up their offices and leave. Many men who have worked for them are left with store bills to pay and no money. They lose their credit and are forced to go on relief.

4. Very little seasonal labor, Listed under seasonal labor are the following: Fern picking, cranberry and pea picking, thrashing bent grass.

5. Like Columbia County, a large part of Coos County is stump land and the stump farmers are unable to make a living. Most of them came into the county from 1927 to 1929, had enough to live on for two years, and then, because they could not raise much, were forced to take relief. Many of these farmers have been referred to Rural Resettlement, but to date only five families have been accepted by Rural Resettlement.

6. Lumbering forms the largest industry in Coos County. During the past three years, when it was necessary to lay off men, the older ones were the first to go. When anyone is taken on again it is a younger man, and those over 50 years of age cannot get back. This has been verified.

I took a count of the active cases and found the ages grouped as follows:

40 to 50	139
50 to 60	130
60 and above	167

This means that over half of the case load averages 50 years and above, with the largest group coming in the 60 and above. These men can still do a fair day's labor. They are not eligible for pensions and do not want pensions in most cases. They are very anxious to work.

The active case load, including both service and relief is as follows:

Fitzwalter	172
Bradford	150
Collins	141
Hillstrom	157

Mr. Collins has the smallest load because he has the district farthest from Marshfield. He also carries most of the difficult pressure cases and works with the unemployed radical groups.

The relief office still pays $60.00 a month rent, plus $15.00 a month for fuel and lights. At present the Works Division office is vacant, but Mr. Manser states that he is holding that, hoping that the WPA will use it for the sewing unit. Mr. Carlson should discuss this matter on his next trip to Coos County.

Respectfully submitted

(Miss) Marion Bowen
Assistant Social Service Supervisor
State Relief Committee of Oregon

FORM 5-E-1 22974 1900 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const
Coast Hwy Bridges
Coos Bay

October 26, 1935.

Mr. R. Archibald
North Bend, Oregon.

NOTED

Dear Sir:

We are in receipt of a letter from the State Relief Committee complaining that a large percentage of the men employed on the Coos Bay Bridge are from out of state, particularly from California.

I am asking that you contact your local re-employment service office and give me as complete a report as possible, showing the number of men from out of state who are employed on this project, and the reason for their employment.

The complaint states that the contractor has discharged local men to such an extent that the supply has been completely exhausted and that men from out of state have then been brought in.

It is my understanding that all men on this job have been certified by the re-employment service, and that in all cases, preference has been given to local men where these are found suitable.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc Mr. Baldock

FORM 8-A-1 22050 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const.
Coast Hwy. Brdg.
Coos Bay

Sept. 24, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

NOTED

Dear Sir:

Your letter of Sept. 14th, received asking for the 100' scale hard copy map of the Coos Bay crossing.

We do not have this map in the Division office. I have written to field engineers and Martin reports that he does not have the map and that the last time he saw it, Bishop Moorhead was using it at Reedsport to check up the triangulations across the river. This was in May or June, 1934.

Glenn Roberts writes he does not have the map and does not know where it is. The last time he had it was March, 1934.

I have not heard from Glenn Paxson but presume he may have informed you at the Salem office.

E. E. Johnston reports he does not have the map.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

Const.
Coast Hwy: Bridges
Coos Bay

September 25, 1935

Mr. Adrian Voisin
502 Goodnough Building
Portland, Oregon

Dear Sir:

I spoke to the Highway Commission about the structural embellishment of the coast bridges and particularly the Coos Bay structure. The Highway Commission was of the opinion that no work of this kind should be considered at this time.

Sometime when I am in Portland, I would like to look over the scale model of the Coos Bay bridge approach—if possible in company with Mr. Cabell, the Chairman of the Commission.

Very truly yours,

State Highway Engineer

RHB:HI

September 10, 1935.

Mr. R. H. Baldock

I am attaching hereto communication which I just received from Mr. Adrian Voisin in regard to some sculptural work which he has done on a scale model of Coos Bay Bridge approach.

I examined this work in Mr. Voisin's studio and although I am not qualified to pass judgment upon sculptural work it seemed to me that the general arrangement and character of the work proposed by Mr. Voisin would constitute a wonderful addition to the structure.

Very little has been done in the United States in the way of sculptural work on bridge structures. Practically all European structures of any consequence carry a goodly amount of sculptural embellishment. The general idea of beautification in connection with highway construction is gaining a tremendous momentum, and I would like to see Oregon one of the first to promote a judicious use of sculpture in connection with its larger public works.

The work proposed by Mr. Voisin at Coos Bay will of course involve a considerable expenditure of funds, and it may be that the Highway Commission will not feel justified in an expenditure of this kind at this time; however, I would be very pleased if you would make it a point to look over this work and give Mr. Voisin an opportunity to show the work to the members of the Highway Commission and put a definite proposition before them.

Mr. Voisin, as you know, has a record of most distinguished accomplishment in sculptural creations. The state would never need to apologize for anything which came from his studios.

C. B. McCullough

CBM:AP

502 Goodnough Bldg., Portland, Oregon
September 7, 1935.

Mr. C. B. McCullough
Salem, Oregon.

Dear Sir:

I wish to call to your mind your visit to my studio when you were in Portland last Thursday for the purpose of inspecting the scale model of the Coos Bay Bridge approach.

I would appreciate hearing further from you in regard to the sculptural embellishment I have added to the already existing architectural features.

You remember we agreed that the arrangement could bemodified if necessary.

Will you kindly express to the other members of the Highway Commission your impressions on this subject? Later I can take it up with them.

Mr. Baldock wrote me asking to get your professional opinion as to the merits of this proposition.

I shall greatly appreciate this favor.

Yours sincerely

Adrien Voisin (signed)

Adrien Voisin

EXCERPT FROM HIGHWAY COMMISSION MINUTES OF SEPTEMBER 6, 1935.

The Engineer presented a communication from Northwest Roads Company, contractor for the construction of the Coos Bay Bridge, Contract No. 1625, requesting acceptance of Unit A of their contract. The Engineer stated that the contract for this unit of the Coos Bay structure provides as follows:

> "The state agrees to accept from the contractor each pier as it is completed in accordance with the plans and specifications, and by such acceptance to relieve the contractor from any responsibility for the pier thereafter except as to latent defects in material and/or workmanship which are discovered subsequent to the acceptance."

He further stated that all of the piers included in this unit are complete and acceptable with the exception of a few minor items of work which can not be done at this time; also, that these minor items are all either extra work or are items of work which are being held up at the request of the state. He further stated that in view of the fact that Unit A of this contract was combined with Units C and D, it would be necessary to hold up the retained percentage on Unit A until the completion of the entire contract, notwithstanding the acceptance of Unit A as provided in the specifications hereinabove quoted.

In view of the specification requirements and the recommendation of the Engineer, the Commission agreed to accept said Unit A from the contractor (The Northwest Roads Company) and to relieve the said contractor from any further responsibility except as above noted in the specifications, said acceptance to be made at this time subject to the following stipulations and conditions and not otherwise:

1. That the work trestle between piers 8 and 9 and between piers 10 and 11, which work trestle was used by the contractor for said Unit A in the construction of said piers, be left in place for use in connection with the erection of the structural steel and for a material platform until completion of the job, at which time said work trestle shall be removed to the satisfaction of the Engineer.

2. That the power lines and all other appurtenances to said power lines, which are used at this time for the purpose of providing temporary dolphin lights, be left in place by said contractor until the permanent lighting system is installed.

3. That this acceptence is only for the purpose of relieving said contractor from further responsibility in connection with the maintenance of said piers and pier protection system and does not carry with it any obligation to pay the retained percentage on said Unit A at this time which said retained percentage shall be held until the completion of the entire contract in accordance with the terms of the specifications and contract agreement.

4. That all minor unfinished items held up at this time at the request of the state be completed to the satisfaction of the Engineer before said retained percentage is paid.

s doesn't seem to be
in the minutes.

September 10, 1935

Mr. H. B. Glaisyer:

In reference to the acceptance of Unit "A" of the Coos Bay Bridge, Mr. Baldock asked me to write up a minute entry. In response to this request, the attached is submitted.

C. B. McCullough

CBM LD

Attached

~~MEMO FOR~~ HIGHWAY COMMISSION MINUTES
OF SEPTEMBER ~~5~~ 6, 1935.

The Engineer presented a communication from ~~the~~ contractor ~~of~~ the Coos Bay Bridge, Contract No. 1625, requesting acceptance of Unit A of their contract. The Engineer stated that the contract for this unit of the Coos Bay structure provides as follows:

> "The state agrees to accept from the contractor each pier as it is completed in accordance with the plans and specifications, and by such acceptance to relieve the contractor from any responsibility for the pier thereafter except as to latent defects in material and/or workmanship which are discovered subsequent to the acceptance."

~~The Engineer~~ further stated that all of the piers included in this unit are ~~were~~ complete and acceptable with the exception of a few minor items of work which ~~could~~ can not be done at this time, ~~He stated~~ and that these minor items ~~were~~ are all either extra work or ~~else~~ items of work which ~~were~~ being held up at the request of the state. He further stated that in view of the fact that Unit A of this contract was combined with Units C and D, it would be necessary to hold up the retained percentage on Unit A until the completion of the entire contract, notwithstanding the acceptance of Unit A as provided in the specifications hereinabove quoted.

In view of the specification requirements and the recommendation of the Engineer, the Commission agreed to accept said Unit A from the contractor ~~therefor~~ (The Northwest Roads Company) and to relieve the said contractor from any further responsibility except as above noted in the specifications, said acceptance to be made at this time subject to the following stipulations and conditions and not otherwise:

1. That the work trestle between piers 8 and 9 and between piers 10 and 11, which work trestle was used by the contractor for said Unit A in the construction of ~~these~~ said piers, be left in place for use in connection with the erection of the structural steel and for a material platform until completion of the job, at which time said work trestle ~~should~~ shall be removed to the satisfaction of the Engineer.

2. That the power lines and all other appurtenances to said power lines, which are used at this time for the purpose of providing temporary dolphin lights, be left in place by said contractor until the permanent lighting system is installed.

3. That this acceptance is only for the purpose of relieving said contractor from ~~of~~ further responsibility in connection with the maintenance of said piers and pier protection system and does not carry with it any obligation to pay the retained percentage on said Unit A at this time. Said retained percentage shall ~~will~~ be held until the completion of the entire contract in accordance with the terms of the specifications and contract agreement.

4. That all minor unfinished items held up at this time at the request of the state be completed to the satisfaction of the Engineer before said retained percentage is paid.

September 3, 1935.

Mr. R. H. Baldock

Our contract for Unit "A" of the Coos Bay Bridge provides as follows:

> "The state agrees to accept from the contractor each pier as it is completed in accordance with the plans and specifications, and by such acceptance to relieve the contractor from any responsibility for the pier thereafter except as to latent effects in material and/or workmanship which are discovered subsequent to the acceptance."

In accordance with this paragraph, the Northwest Roads Company, under date of August 24, have requested that the four piers constituting this unit be accepted.

These piers are all complete and acceptable, with the exception of two or three minor items which can not be done at this time. These minor items, however, are all either extra work or else items which are being held up at our request.

In view of the fact that Unit "A" is in the same contract with Units "C" and "D", the retained percentage will be held up until the completion of the entire contract.

It would therefore be my recommendation that the piers and pier protection constituting Unit "A" be accepted by the Highway Commission, and the contractor relieved from further responsibility, except as noted in the specifications. It would be my recommendation that this acceptance be made in accordance with the following stipulations, and not otherwise:

1. That the work trestle between Piers 8 and 9, and between Piers 10 and 11, which work trestle was used by the contractor in the construction of these piers, be left in place for use in connection with the erection of structural steel and as a material platform, until the completion of the job.

2. That the power lines to the temporary dolphin lights be left in place until the contractor for Unit "B" installs the permanent lighting system.

3. That this acceptance is only for the purpose of relieving the contractor of any further responsibility in connection with maintenance of these piers and pier protection system, and does not carry with it any obligation to pay the retained percentage, said retained percentage to be held until the completion of the entire job (Units "A", "C" and "D"), together with all extra work orders in connection therewith, and unfinished minor items as mentioned hereinabove.

C. B. McCullough

CBM:AP

cc J. M. Devers

September 3, 1935.

Mr. R. H. Baldock

Our contract for Unit "A" of the Coos Bay Bridge provides as follows:

> "The state agrees to accept from the contractor each pier as it is completed in accordance with the plans and specifications, and by such acceptance to relieve the contractor from any responsibility for the pier thereafter except as to latent effects in material and/or workmanship which are discovered subsequent to the acceptance."

In accordance with this paragraph, the Northwest Roads Company, under date of August 24, have requested that the four piers constituting this unit be accepted.

These piers are all complete and acceptable, with the exception of two or three minor items which can not be done at this time. These minor items, however, are all either extra work or else items which are being held up at our request.

In view of the fact that Unit "A" is in the same contract with Units "C" and "D", the retained percentage will be held up until the completion of the entire contract.

It would therefore be my recommendation that the piers and pier protection constituting Unit "A" be accepted by the Highway Commission, and the contractor relieved from further responsibility, except as noted in the specifications. It would be my recommendation that this acceptance be made in accordance with the following stipulations, and not otherwise:

1. That the work trestle between Piers 8 and 9, and between Piers 10 and 11, which work trestle was used by the contractor in the construction of these piers, be left in place for use in connection with the erection of structural steel and as a material platform, until the completion of the job.

2. That the power lines to the temporary dolphin lights be left in place until the contractor for Unit "B" installs the permanent lighting system.

3. That this acceptance is only for the purpose of relieving the contractor of any further responsibility in connection with maintenance of these piers and pier protection system, and does not carry with it any obligation to pay the retained percentage, said retained percentage to be held until the completion of the entire job (Units "A", "C" and "D"), together with all extra work orders in connection therewith, and unfinished minor items as mentioned hereinabove.

C. B. McCullough

CBM:AP

cc J. M. Devers

Const
Coast Hwy Bridges
Coos Bdg

September 3, 1935.

Mr. R. H. Baldock

Our contract for Unit "A" of the Coos Bay Bridge provides as follows:

> "The state agrees to accept from the contractor each pier as it is completed in accordance with the plans and specifications, and by such acceptance to relieve the contractor from any responsibility for the pier thereafter except as to latent effects in material and/or workmanship which are discovered subsequent to the acceptance."

In accordance with this paragraph, the Northwest Roads Company, under date of August 24, have requested that the four piers constituting this unit be accepted.

These piers are all complete and acceptable, with the exception of two or three minor items which can not be done at this time. These minor items, however, are all either extra work or else items which are being held up at our request.

In view of the fact that Unit "A" is in the same contract with Units "C" and "D", the retained percentage will be held up until the completion of the entire contract.

It would therefore be my recommendation that the piers and pier protection constituting Unit "A" be accepted by the Highway Commission, and the contractor relieved from further responsibility, except as noted in the specifications. It would be my recommendation that this acceptance be made in accordance with the following stipulations, and not otherwise:

1. That the work trestle between Piers 8 and 9, and between Piers 10 and 11, which work trestle was used by the contractor in the construction of these piers, be left in place for use in connection with the erection of structural steel and as a material platform, until the completion of the job.

2. That the power lines to the temporary dolphin lights be left in place until the contractor for Unit "B" installs the permanent lighting system.

3. That this acceptance is only for the purpose of relieving the contractor of any further responsibility in connection with maintenance of these piers and pier protection system, and does not carry with it any obligation to pay the retained percentage, said retained percentage to be held until the completion of the entire job (Units "A", "C" and "D"), together with all extra work orders in connection therewith, and unfinished minor items as mentioned hereinabove.

C. B. McCullough

CBM:AP

cc J. M. Devers

Coast
Bridges-Coast Hwy
Coos Bay

August 21, 1935

Mr. Adrien Voisin
206 Ainsworth Building
Portland, Oregon

Dear Sir:

Mr. Cabell has asked me to reply to your letter of recent date regarding the scale model of the Coos Bay bridge approach showing the sculpture as it would appear on the bridge approach. He asked me to have you contact Mr. McCullough in order that the Commission may have the advantage of Mr. McCullough's judgment before the matter is brought up before the Highway Commission.

Very truly yours,

State Highway Engineer

RHB:HI

206 Ainsworth BLDG. Portland. Oregon

Mr. Henry F. Cabell,

Salem, Oregon.

Dear Sir:

At your last meeting in Portland we discussed the beautification of the Coos Bay Bridge. I should like to take this up again at your next meeting and submit scale model of Bridge approach showing the sculpture as it would appear in place!

Yours truly,

Adrien Voisin

Adrien Voisin

---

system each foreman keeps the time of the men on the crew, which time is then turned over to the general timekeeper. Most of the errors seem to occur in the transfer of a man from one crew to another and in a confusion between the foremen as to the number of hours worked in each crew.

We are attaching hereto a tabulation showing the errors on payrolls since May 4. You will notice that these errors are quite frequent and we feel that you should take some steps to revise your timekeeping system so that this condition will not persist.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBF LD
Enc.
cc Portland Office
  A. E. Eberhart
  R. H. Corey
  R. Archibald

NOTED
State Highway Engineer

FORM 5-E-1 23874 1930 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const.
Bridges - Coast Hwy
Coos Bay

July 31, 1936

Northwest Roads Company
North Bend
Oregon

Gentlemen:

Mr. A. E. Eberhart, P.W.A. Resident Engineer Inspector on the Coos Bay Bridge has called our attention to the repeated corrections shown on your payrolls of the wages due workmen on account of a shortage in hours shown on previous payrolls.

This matter was called to your attention some time ago with the request that steps be taken to eliminate the recurrence of such errors. Payrolls of the last few weeks, however, do not show any improvement in this regard. I am informed that under your timekeeping system each foreman keeps the time of the men on his crew, which time is then turned over to the general timekeeper. Most of the errors seem to occur in the transfer of a man from one crew to another and in a confusion between the foremen as to the number of hours worked in each crew.

We are attaching hereto a tabulation showing the errors on payrolls since May 4. You will notice that these errors are quite frequent and we feel that you should take some steps to revise your timekeeping system so that this condition will not persist.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBF LD
Enc.
cc Portland Office
A. E. Eberhart
K. H. Corey
R. Archibald

NOTED
State Highway Engineer

COOS BAY BRIDGE

Violations Due to Shortage of Hours
Appearing on Payroll as "Short"

Payroll Week Ending	Skilled		Semi-skilled		Laborer	
	Number of Violations	Total Hours	Number of Violations	Total Hours	Number of Violations	Total Hours
May 4	6	34	6	25	5	13½
May 11	2	3	15 *	30	7	30½
May 18	9	40½	8	40½	7	37½
May 25	2	5½	0	0	5	25
June 1	7	28	5	49½	9	42
June 8	2	14½	5	28½	12	51
June 15	3	31	3	20	9	45
June 22	4	19½	3	12½	3	13½
June 29	2	5	2	7	6	27½
July 6	8	23	1	5	9	59
July 13	24	70	8	30	7	43

* One of these is for truck rental

7-31-35

FORM 6-E-1 22274 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const.
Bridges Coast Hwy
Coos Bay

July 31, 1935

Mr. A. E. Eberhart
P.W.A., Resident Engineer Inspector
North Bend, Oregon

Dear Mr. Eberhart:

Under date of July 30 we wrote Mr. Corey concerning the authorization of a 40-hour working week for skilled labor on the Coast Highway Bridges. Careful study of PWA administrative order No. 15 dated July 9, would seem, however, to indicate that the proper official to address in this matter would be the Resident Engineer Inspector on the job. We are attaching hereto a copy of the above mentioned letter which sets forth in detail our view of the labor situation at Coos Bay and would ask that this application for permission to work in excess of thirty hours per week be forwarded on through the proper channels for action.

From our investigations we are convinced that the contractors will not be able to hold an adequate and competent number of skilled workmen under the present conditions. The supply of men skilled in bridge and structural work is limited and these jobs being in direct competition with the federal P.W.A. projects at Bonneville and Grand Coulee, are at a great disadvantage in getting and keeping skilled men.

Your ruling that the present situation in regard to steel erection constitutes an emergency and your permission to work more than thirty hours per week during this emergency has temporarily helped in the securing of structural steel men. Unless these men are assured the longer working week will prevail during the duration of the job they will be very apt, at the first opportunity, to move on to a job where the forty-hour working week is the rule rather than the exception.

NOTED
State Highway Engineer

A. E. Eberhart - 2 July 31, 1933

We would ask that you give this matter your earnest consideration in making your recommendation on this application.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CSP LD
Enc.

cc C. C. Hockley
R. H. Corey
R. Archibald
R. H. Baldock
J. M. Devers

FORM E-E-1 22374 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coast [illegible]

July 31, 1935

Mr. M. E. Reed
Resident Engineer Inspector
Public Works Administration
Newport, Oregon

Dear Mr. Reed:

Under date of July 30 we addressed a communication to Mr. Corey concerning the skilled labor situation on the Coast Bridges and requested permission to work in excess of 30 hours per week. A copy of this letter is attached hereto.

Further study of P.W.A. Administrative Order No. 15, dated July 9, indicates that the proper official to address in this matter is the Resident Engineer Inspector on the job. The above mentioned letter sets out in detail the difficulty which is being experienced at Coos Bay in obtaining an adequate and competent crew of steel workers.

We are just beginning the steel erection at the Yaquina Bay Bridge and since the conditions are identical at Yaquina Bay with Coos Bay we anticipate the same difficulties aggravated by a further demand upon the limited supply of men available.

We are, therefore, making this formal request for permission to work all skilled labor 40 hours per week and would ask that you give the matter your earnest consideration and forward this request through the proper channels for action thereon.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

GS:[illegible]
Enc.
cc [illegible]. A. Furrow
R. H. Corey
C. C. Hockley
R. H. Baldock
J. M. Devers

NOTED
State Highway Engineer

FORM 5-E-1 22374 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coast
Bridges Coos
Bay

July 30, 1935.

Mr. R. H. Corey
State Engineer Inspector
Public Works Administration
527 U. S. Courthouse
Portland, Oregon.

NOTED
State Highway Engineer

Dear Mr. Corey:

This department desires to place before you certain facts concerning the labor situation at the Coos Bay Bridge, with particular reference to the acute shortage of structural iron workers.

On July 16, a conference was held in this office at which conference were present State Engineer Hockley, State Re-employment Director Lintner, and various representatives of the contractor's organization and of this department. This conference developed the fact that it had hitherto been impossible to secure structural iron workers for the Coos Bay Bridge, principally because the available workers would not come to the job for less than forty hours per week. The matter was presented in considerable detail, and at the termination of the conference it was agreed that Mr. Kelly (who is Superintendent for the subcontractors in charge of structural steel erection) would make one more attempt to secure men and if it were again found impossible, the matter would be taken up immediately with Mr. Hockley.

At this time we were acting under the assumption that Mr. Hockley was the proper official to whom our case should be presented. Subsequent to this conference, this office received a copy of your communication of July 10, transmitting administrative order 15 (supplement No. 1) on the subject of work in excess of thirty hours per week. It appears from this communication that matters of this kind should be taken up with your division in view of which fact we are addressing the following request to your office with copy to Mr. Hockley in order that both of you may be fully advised as to the facts.

The situation at Coos Bay has become unworkable and desperate. Unless some method of relief is inaugurated, the contractor will be forced to suspend work on the job. Thousands of dollars of work and the lives of many workmen may be at stake. The situation in brief is as follows:

Pursuant to the agreement made at the conference of July 16, Mr. Kelly proceeded to Portland, and on July 19, interviewed 44 men who had been assembled for this purpose at the office of the State Re-employment Director. Of these men only four were in any degree suitable. These four men reported at Coos Bay and after working one shift, three of them were found to be grossly incompetent and were discharged. One of the men was retained and is working on a setting up crew.

Mr. Kelly also interviewed men at the headquarters of the Labor Union at Portland, and obtained three riveting crews who would go to Coos Bay as long as they were permitted to work 40 hours per week.

Mr. Eberhart, R.E.I., has approved payrolls for these latter men for more than 30 hours a week on the theory that the steel in its present condition is dangerous and constitutes an emergency. Mr. Eberhart, however, will not state definitely how long he can proceed under this emergency ruling.

The status of this job is therefore as follows: If structural iron workers and contributory employes (derrick operators and the like) are permitted to work 40 hours a week, it appears that we can proceed with the erection. The men at present employed have all indicated, however, that they will not stay if they are cut down to 30 hours. If this happens, the job automatically stops. The steel is being erected by the cantilever method and every day until the spans are landed on the anchor piers is a day of danger. November and December will throw us into the period of coastal storms and if these spans are not connected up by this time we face the possibility of a very serious accident.

Moreover, the continued operation with undermanned and untrained crews involves a danger to workmen and the possibility of loss of life which is too great to take.

In view of the foregoing, we most earnestly urge that immediate attention be given to this matter. We are making the following two requests in the alternative:

1. That all skilled labor on the Coast Bridges be permitted to work 40 hours per week. This is the only way in which we can insure completion within the time limit on the two large structures, and speed is essential as the state is extremely desirous of eliminating the present ferry system which is totally inadequate for traffic.

2. If the above request can not be approved, we urge that in any event structural iron workers and those workmen who are contributory and supplementel thereto (such as derrick and hoist operators,) be permitted to work 40 hours per week until the steel erection is completed.

In connection with the above request, we wish to point out that structural steel erection has not begun at Yaquina. When this occurs, the situation will be even worse than it is at the present time. Both the Coos Bay and Yaquina Bridges involve rather difficult and highly skilled erection procedures. Both of these jobs must be thoroughly manned with competent iron workers to avoid the possibility of a major collapse. We wish to impress upon you the fact that the situation is very serious. We do not believe that either the state or the federal government can afford to risk a bridge erection disaster with its possible attendant loss of life and certain loss of property.

We have hesitated to make this application, but now the situation has become so grave that we feel we would be derelict in our duty if we did not put ourselves on record and sound a warning against the dangers incident to continued operation with insufficient and untrained crews.

In closing, we urge your immediate and serious consideration of this matter.

We also wish to commend the wisdom and judgment of Mr. Eberhart in permitting the 40 hour week as an emergency measure thus far. His prompt and efficient action may have averted serious erection trouble at Coos Bay.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc C. C. Hockley
R. H. Baldock
J. M. Devers
Raymond Archibald
G. S. Paxson

FORM 9-B-1 16088 8M 6-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
BRIDGE ENGINEER

71

Coos Bay

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

July 1, 1935

Mr. C. C. Hockley
Acting State Director
Public Works Administration
800 Failing Building
Portland, Oregon

Dear Sir:

Under authority of P. W. 33807 Mr. S.M.P. Dolan is asking this office for copies of public liability insurance policies carried by contractors on the Coos Bay Bridge, P.W.A. Docket 988. We have already furnished your office and Mr. Donaldson with copies of these insurance policies and in view of the fact that the engineer inspectors on the other four jobs will probably be writing for the same information, we are wondering if you could not make some sort of an arrangement whereby the copies of these policies in your files would also answer for the files of the resident engineer inspectors in the field as photostating these policies is rather an expensive process and we would like to eliminate this expense if it is at all possible. If such an arrangement can not be made, we will of course supply Mr. Dolan with copies of these policies.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CAG:CM
cc: R. H. Corey
J. E. Donaldson
R. Archibald
R. H. Baldock ✓

FORM 2-E-1 10000 2M 8-34

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND

CARL G. WASHBURNE, EUGENE

E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK

STATE HIGHWAY ENGINEER

C. B. McCULLOUGH

BRIDGE ENGINEER

Coos Bay

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

SALEM

July 1, 1935

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

Under authority of P. W. 33807 Mr. S.M.P. Dolan is asking this office for copies of public liability insurance policies carried by contractors on the Coos Bay Bridge, P.W.A. Docket 988. We have already furnished your office and Mr. Donaldson with copies of these insurance policies and in view of the fact that the engineer inspectors on the other four jobs will probably be writing for the same information, we are wondering if you could not make some sort of an arrangement whereby the copies of these policies in your files would also answer for the files of the resident engineer inspectors in the field as photostating these policies is rather an expensive process and we would like to eliminate this expense if it is at all possible. If such an arrangement can not be made, we will of course supply Mr. Dolan with copies of these policies.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CAG:GM

cc: R. H. Corey
J. E. Donaldson
R. Archibald
R. H. Baldock ✓

FORM 8-E-1 23374 1500 6-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 26, 1935.

Mr. C. C. Hockley
Acting State Director
Public Works Administration
308 Failing Building,
Portland, Oregon.

Dear Mr. Hockley:

This office is in receipt of a communication transmitted from the Northwest Roads Company to Mr. Raymond Archibald and thence to this office in behalf of Mr. J. F. Rhymer who has the subcontract for making precasts on the Coos Bay Bridge. Mr. Rhymer desires to pay his men by check on the local bank.

We would be pleased to receive your approval of this arrangement.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:P

cc Mr. R. H. Baldock ✓
Mr. J. M. Devers
Mr. Raymond Archibald

FORM 6-E-1 · 22374 · 1500 · 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const
Coast Hwy Bridges
[illegible]

June 28, 1935

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

We are attaching herewith communication just received from R. H. Corey. This is not the first time that we have received complaints in regard to Mr. Foott. Unless this matter is immediately corrected, this department will demand immediate removal of Mr. Foott as subcontractor on this job.

This is a very serious matter in view of the fact that repeated violations may jeopardize our federal grant. Please take immediate steps to see that this situation is remedied.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD
cc R. H. Corey
C. C. Heckley
S. H. P. Dolan
D. G. Hancock
E. Archibald
R. H. Baldock ✓

ELL, CHAIRMAN, PORTLAND
DRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 22, 1935

Mr. R. E. Corey
State Engineer Inspector
Public Works Administration
527 U. S. Courthouse
Portland, Oregon

Dear Mr. Corey:

Receipt is acknowledged of your communication of June 21 in regard to certain alleged violations of P.W.A. rules and regulations by Henry Foott, trucking subcontractor on the Coos Bay Bridge.

This department will not tolerate a condition of this kind and will proceed forthwith to make an investigation of the matter. Unless this situation complained of can be immediately remedied we will demand the cancellation of Mr. Foott's subcontract and his removal from the job.

It would assist us in our dealings with the general contractor if we could receive a list of the specific violations as this department is not in as good a position to secure this information as are your Resident Engineer Inspectors who have kept an accurate record of Mr. Foott's transactions.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD
cc C. C. Hockley
D. C. Hancock
S. M. P. Dolan
R. Archibald
R. H. Baldock

BELL, CHAIRMAN, PORTLAND
LDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 22, 1935

Mr. Raymond Archibald
North Bend
Oregon

Dear Sir:

Please note attached communication to Mr. Corey and also to Northwest Roads Company both having to do with the Henry Foott subcontract.

Please make a careful investigation of this matter and report your findings. Unless this situation is immediately corrected, this office will demand the removal of Mr. Foott. We are altogether too busy with worth while affairs to tolerate any continued situation of this kind.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD
Enc.

cc R. H/ Corey
C. C. Hockley
S.M.P. Dolan
B. S. Hancock
R. H. Baldock

FORM 8-E-1 19639 2M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 16, 1935.

Mr. G. C. Hockley
Assistant State Director,
Public Works Administration
800 Failing Building
Portland, Oregon.

Dear Mr. Hockley:

In answer to your verbal request of June 7, as to how we arrived at the price of $90.00 per ton for structural steel delivered to the site of the Coos Bay job, we can advise as follows:

At the request of this department, the Virginia Bridge & Iron Company filed a statement showing their breakdown of the bid price on steel segregated into costs delivered, cost of erection, profit and miscellaneous expense. Their cost delivered, for carbon steel is $0.049 per pound, and for silicon steel $0.0525 per pound. The contract calls for 4,445,000 pounds of carbon steel and 2,800,000 pounds of silicon steel. The average cost for those two classes of steel, delivered is $0.05035.

Under our specifications, we are to carry material delivered at ninety per cent of the cost price which is $0.045 per pound, or $90.00 per ton.

Since this is purely an advance payment for material delivered, and will later be deducted from the estimate as the material is placed in the bridge, we did not make an attempt to segregate the two classes of steel as they were delivered but are using the above $90.00 per ton as the average price of the two classes of steel.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP

FORM 8-2-1 10030 2M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coast Hwy Bridges
Coos Bay Bridge

Coos Bay

June 12, 1935

Mr. C. C. Hockley
State Engineer for Oregon
Public Works Administration
521 U. S. Courthouse
Portland, Oregon

State Highway Engineer

Dear Mr. Hockley:

Under date of March 29, 1935, we received your conditional approval of Extra No. 7 - CBB covering the leaving in place of the lower part of the steel sheet pile cofferdam at piers 9 and 10 at the Coos Bay Bridge. At the time the above work was decided on the cofferdam had been placed at pier 10 and considerable scour had occurred at that pier. No work had been done nor had any scour occurred at pier 9. The same treatment was prescribed for pier 9 as for pier 10 in anticipation of scour which might occur after the cofferdam was placed.

The cofferdam has now been in place at pier 9 for two months. There has been no scour during this period. In excavating inside the cofferdam the material was dumped along the ends and the north side of the cofferdam. A considerable part of this material has remained in place raising the stream bed from an original elevation of approximately -17.0 to an average of -7.0. The stream bed along the south side of the cofferdam has remained at approximately -18.0. After the excavation inside the cofferdam was completed we placed 480 cu. yds. of riprap rock around the cofferdam as called for in Extra No. 7-CBB. This rock has remained in place and has still farther raised the stream bed. Along the north side and ends of the cofferdam the stream bed is now at approximately -6.0 and along the south side at approximately -14.0.

We had expected to burn off the sheet piling at the top of the seal which is at -28.0. At the time the above procedure was outlined it was anticipated that scour would have occurred to this depth and that the material outside the cofferdam would not interfere with the burning off of the sheet piles. The material outside the cofferdam is now at the most, 22 feet above the top of the seal.

We have conferred with expert divers regarding this matter and it is their opinion that this work can not be done unless the material is held away from the outside of the sheet piles. It is their opinion that upon making a cut through a sheet pile sand will run into the cofferdam in sufficient volume to make further work impossible. We have also been in communication with the Merritt-Chapman & Scott Corporation who are the western representatives of the Underwater Metal Cutting Corporation of New York. The following is quoted from a letter signed by Mr. C. A. Beckley, Manager of the West Coast Division:

> "The sketch forwarded with your letter of the 15th instant indicates that no serious problems should be encountered in the use of our equipment with the exception of the sand which has collected about the cofferdams. If quicksand doubtless the sand would run thru the cut made by the torch and fill up inside the cofferdam making cutting operations impossible. It is noted that you have derricks at each pier; if the sand were dug away would the excavation remain open for a reasonable length of time."

The only apparent method of holding the sand back from the sheet piles is to install a temporary cofferdam outside and excavate the space between the two cofferdams. This would entail the loss of the riprap placed, disturb the compact existing stream bed and would be a very expensive undertaking.

When this work was decided upon it was anticipated that the scour at pier 9 would be similar to that then existing at pier 10. No such condition has developed. The bottom of the footing is at -36.0, being from 30 to 22 feet below the stream bed which is heavily riprapped. In view of the above and in view of the heavy additional expense in carrying out the work scheduled in Extra No. 7-CBB at pier 9, we are asking your approval of a revision of Extra No. 7-CBB eliminating the steel sheet piles at pier 9. We still have 100 cu. yds. of riprap to place around this pier which we believe will

June 1, 1935

Mr. Guy V. Lintner
State Director
National Reemployment Service
204 Old Post Office Bldg.
Portland, Oregon

Dear Sir:

I thank you for the copy of minutes of the meeting held May 16, 1935 and copies of telegrams with relation to labor requirements on the Coos Bay bridge.

Very truly yours,

State Highway Engineer

RHB:HI

U.S. DEPARTMENT OF LABOR
UNITED STATES EMPLOYMENT SERVICE

NATIONAL REEMPLOYMENT SERVICE

204 Old Post Office Bldg.
Portland, Oregon
May 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Ore. State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Subject: Labor requirements on Coos Bay Bridge;
Contractor: Virginia Bridge & Iron Co.
Subcontractor: F. L. Holser Co., Inc.

Enclosed for your information, please find as follows:

Copy of minutes of meeting held May 16, 1935.

Copies of telegrams from F. L. Holser Co. and Oregon Reemployment Director.

Yours very truly,

Guy Lintner

Guy V. Lintner
State Director

GVL:NF

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

1206-A.

CHECK
ACCT'G INFMN.
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY

MAY 29 1935

W J KELLY SUPERINTENDENT
F L HOLSER CO
NORTH BEND OREGON

WILL YOU NEED THE SIXTEEN RIVETERS AND EIGHT RAISERS JUNE FIRST AS YOU ANTICIPATED

GUY V LINTNER
ORE REEMPLOYMENT DIRECTOR

charge ~~to NRS 204 Old P. O. Bldg., Portland, Oregon~~

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Mr. Robertson stated that their situation at present on the construction of the steel span of the Coos Bay Bridge, as regards experienced labor was very critical; that the work involves erection of high and hazardous work which requires journeymen iron workers and hoistmen who have had extended experience on heavy bridge work.

Due to the fact that they are going to require approximately twenty men around June 1, and on June 15 approximately thirty more men additional to that or a total of about fifty men in addition to those they now have (besides some twenty or thirty later on Yaquina Bay Bridge) they wish to know where they are going to get these men. Mr. Robertson stated that it did not look to them, based on class of men already referred, they could do it unless decisive steps were taken to get skilled men.

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

1206-A.

CHECK

ACCT'G INFMN.

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY

MAY 29 1935

G V LINTNER
204 OLD P O BLDG
PORTLAND ORE

CANNOT USE MEN BEFORE JUNE FIFTEENTH STOP WILL ADVISE WEEK AHEAD

F L HOLSER & CO

BY W J KELLY

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Mr. Robertson stated that their situation at present on the construction of the steel span of the Coos Bay Bridge, as regards experienced labor was very critical; that the work involves erection of high and hazardous work which requires journeymen iron workers and hoistmen who have had extended experience on heavy bridge work.

Due to the fact that they are going to require approximately twenty men around June 1, and on June 15 approximately thirty more men additional to that or a total of about fifty men in addition to those they now have (besides some twenty or thirty later on Yaquina Bay Bridge) they wish to know where they are going to get these men. Mr. Robertson stated that it did not look to them, based on class of men already referred, they could do it unless decisive steps were taken to get skilled men.

Minutes of meeting held in the office of Guy V. Lintner, Oregon State Reemployment Director, 204 Old Post Office Building, Portland, on Thursday, May 16, 1935, at 2-00 P.M.

SUBJECT: Labor requirements on Coos Bay Bridge; construction of the steel span, Unit B.

CONTRACTOR: F.L. Holser & Co., Inc., subcontractor under Virginia Bridge & Iron Co.

PRESENT:

Mr. R.H. Corey, State Engineer Inspector, PWA.
Mr. Sam Dolan, R.E.I., Coos Bay Bridge.
Mr. Durkee, PWA Inspection Department.
Mr. R.H.Baldock, Ore. State Highway Commissioner.
Mr. Rickets, State Highway Commission.
Mr. C.B. McCullough, Bridge Engineer, Ore. State Highway Com.
Mr. Devers, Attorney, Ore. State Highway Commission.
Mr. C.C. Hockley, State Engineer, PWA.
Mr. John O'Neill, Business Representative, Local Steel Workers Union.
Mr. Holser, F.L. Holser & Co.
Mr. H.E. Robertson, Representative, Va. Bridge & Iron Co.
Mr. Guy V. Lintner, State Director, National Reemployment Service.
Mr. B. G. Hancock, PWA Division of Investigations

Mr. McCullough explained the purpose of this conference briefly by stating that Mr. Robertson and Mr. Holser made complaints to his office in regard to the difficulty they were experiencing in getting skilled men as structural steel workers. Mr. McCullough suggested that this group get together and talk the matter over and asked Mr. Baldock and Mr. Devers if they would attend this conference as some of the things were matters of policy beyond him.

Mr. Robertson stated that their situation at present on the construction of the steel span of the Coos Bay Bridge, as regards experienced labor was very critical; that the work involves erection of high and hazardous work which requires journeymen iron workers and hoistmen who have had extended experience on heavy bridge work.

Due to the fact that they are going to require approximately twenty men around June 1, and on June 15 approximately thirty more men additional to that or a total of about fifty men in addition to those they now have (besides some twenty or thirty later on Yaquina Bay Bridge) they wish to know where they are going to get these men. Mr. Robertson stated that it did not look to them, based on class of men already referred, they could do it unless decisive steps were taken to get skilled men.

Mr. Lintner said that he felt satisfied the NRS could furnish qualified men from Oregon, but that if it was necessary he could arrange for transfer of qualified men from Washington.

Mr. Robertson stated that forty or fifty men had been cleared from the Portland employment office and the Union, but that only twenty or twenty-five of these had been qualified and were employed. Out of this number there were only seven or ten men that they would dare to take up on the bridge wheh the job got under way.

Mr. Lintner showed from records he had sent up from the Portland employment office that only nineteen men had been cleared through that office.

Mr. Baldock stated that as a matter of policy they were interested in as far as possible employing Oregon people because the State of Oregon would be under a heavy load for a long time paying back the loan on this project.

A discussion ensued on the number of qualified steel men there were in the State.

Mr. O'Neill said that the Local Union comprised some 202 men, including both reinforcing and structural steel men; out of that number approximately seventy-five structural steel men could meet Holser's requirements.

It was explained that nearly two years ago when the NRS started, the union officials in Portland agreed to cooperate with the NRS. The NRS furnished necessary registration forms to the Unions and they registered their men right in the Labor Temple and transferred the cards to the Service. In fact the local unions even laid down the rule that all their men must be registered with the NRS, and when men are cleared or ordered direct through the Union, they are sent to the NRS to get their clearance card.

Mr. McCullough asked Mr. Robertson that if it was true that practically all the union men were cleared through Mr. Lintner's office, why they were making a request that they be allowed to deal through the Union.

Mr. Robertson said that the Virginia Bridge & Iron Company did not care whether the men came through the Union or not, but if their subcontractor, the Holser Company, wished to take union men as stated in their contract with the Union and as allowed under the specifications, that was their privilege.

PWA Bulletin 26012 was referred to, which clearly defines labor selection and jurisdiction of a local union.

Mr. Dolan stated that he was rather sympathetic with the Holser people because of their attitude. He said that they had cooperated since they first started on the job, and were anxious to know the regulations and live up to them; that they had not had success in getting qualified men from the NRS or the Union. He said Mr. Kelly, the superintendent, takes a serious viewpoint of the job and does not want to endanger the men's lives.

Mr. Dolan read two letters which had been furnished him upon his request from Mr. Jennings, foreman, and Mr. Kelly, superintendent, stating labor conditions on the bridge. The contents of both letters supported the previous complaint stated by Mr. Robertson.

Mr. Dolan asked if difficulty had been experienced in trying to get men to go on this job.

Mr. O'Neill and Mr. Lintner both said the job had a bad reputation because of labor turnover.

Mr. Dolan gave figures on number of average hours the men were getting--approximately 28 hours a week for the men regularly employed.

Mr. Corey said that it was last winter that the men were only getting about 21 hours a week.

Mr. Holser made a statement that he would guarantee the men would get 30 hours a week.

Mr. Dolan said the antagonistic attitude toward this job should be overcome because the steel contract is under another outfit than the one that originated the bad reputation.

Mr. Baldock asked if the thirty-hour week had anything to do with the men not wanting to go on the job.

Mr. O'Neill said that the Union was in favor of a thirty-hour week and scale of wages to make it equal to forty hours a week. Mr. O'Neill admitted that the present situation at Bonneville with forty hours a week was responsible to some extent for the men preferring to work at Bonneville but that another reason was the fact that a great many of the skilled men at Bonneville were making more than $1.25 an hour, quite a number of them receiving as high as $1.50 per hour.

Mr. Baldock stated that if the competition with Bonneville made it necessary to go out of the State to get steel workers, he thought it would be in line to take the matter up with Mr. Hockley for an increase to forty hours a week on the Coos Bay Bridge.

Mr. Lintner: Said the men were being released at Bonneville due to high water, etc., and that he felt satisfied that there were qualified available men in Oregon.

Mr. Holser stated that at the time the job was bid a year ago, their contract with the Union stated they would agree to furnish men at $1.20 an hour.

Mr. O'Neill said that the contract called for $1.20 an hour for an eight-hour day with six days a week, but that since under PWA rules this could not be done, the Union recognized same. Mr. ONeill said that structural steel men were being paid $1.37½ per hour in Seattle, Tacoma, and San Francisco.

Mr. Robertson was asked that if he were furnished with competent men and would be assured of this by being furnished with a list of qualified union men several weeks in advance, if he would be willing to pay a little more.

Mr. Robertson and Mr. Holser said that the bid was figured on the rate in the contract and it was impossible to pay more.

Mr. Devers stated that if the men are in Oregon and wont go on this job because of the wage scale, that is not sufficient reason to permit men from outside the State to be brought in; that the situation, if it came to that point, was up to the contractor like any wage difficulty.

After general discussion, Mr. Holser said that he would be satisfied if Mr. O'Neill would pass on the men requested through Mr. Lintner's office; also, that if it were necessary to go to the State of Washington that the lists furnished Mr. Lintner were passed on by Mr. O'Neill.

The following agreement was made:

"It is mutually agreed that the Contractor will at once make up a requisition for skilled labor and bring that request to Mr. Lintner's office, indicating dates when the various classes of labor are to report.

Mr. Lintner will then clear the structural steel workers through Mr. O'Neill and an attempt will be made to secure all labor from Oregon.

If this is not possible, men will be selected from outside the State providing they are cleared through Mr. Lintner's office and requested through him. Any men cleared from outside the State will be furnished by list to Mr. Lintner from outside source, with Mr. O'Neill passing on men to be selected from same."

Meeting adjourned at 3:30.

****

FORM 5-K-1 19061 1500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

Construction
Bridges - Coast Hwy,
Insurance
Coos Bay.

May 31, 1935

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
Federal Courthouse,
Portland, Oregon.

NOTED
State Highway Engineer

Dear Mr. Hockley:

I am inclosing a copy of a letter I received today from the Warren Northwest, Inc., formerly Northwest Roads Company, which was in answer to my request for the written consent of the surety companies to the change in corporate name.

You will note that the company is now suggesting that future transactions under the contract be carried on in the name of the Northwest Roads Company and/or Warren Northwest, Inc. What is your pleasure in this matter? Thanking you for a reply, I am

Yours vern truly,

J. M. DEVERS

JMD:PW
Inc.

cc Mr. R. H. Baldock ✓
Mr. C. B. McCullough
Mr. J. E. Donaldson

WARREN NORTHWEST INC

formerly

NORTHWEST ROADS COMPANY

P. O. Box 5072
Portland, Oregon

May 29, 1935

Mr. J. M. Devers, Attorney
Oregon State Highway Commission
Salem, Oregon

Subject: COOS BAY BRIDGE

Dear Sir:

Pardon the delay in acknowledgment of your letter of May 14th, 1935 relative to the change in name of Northwest Roads Company to Warren Northwest Inc.

In view of the fact there has been no change in the corporate structure of our Company, we wonder if it is necessary that the consent of the various Surety Companies on our Coos Bay Bridge project be obtained. Action against our corporation would be action against our assets and there has been no change in our assets or corporate set-up.

Would it not be possible that payments to us and correspondence be handled in the name of Northwest Roads Company and/or Warren Northwest Inc. and thereby eliminate further routine affecting various bond and insurance matters?

In the meantime we are forwarding copy of your letter to Mr. Clarence Porter, representative of Fidelity and Deposit Company of Maryland with the request that he have the consent of the various surety companies on our bond in readiness in case it is deemed by you necessary.

We will appreciate receiving your further advice.

Very truly yours,

WARREN NORTHWEST INC.

(sgd.) THEODORE SHOEMAKER
Theodore Shoemaker
President

TS:ZA
Copy to Clarence Porter

FORM B-S-1 18630 2M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Corres.
Coast Highway Bridges
Extension of Time

May 28, 1935.

Warren Northwest Inc.,
P. O. Box 3072
Portland, Oregon.

Attention Mr. Theo. Shoemaker

Gentlemen:

Reference is made to your communication of May 3, in regard to the labor situation at Coos Bay. The last paragraph reads as follows:

> "We are at this time making formal request for a two months extension in the completion date of Unit "A" of our contract which extension is made necessary through a lack of labor efficiency and early difficulties in obtaining delivery of piling due to conditions beyond our control."

If you desire to make request for an extension of time on these grounds we will be glad to present it to the Highway Commission, but it will have to be accompanied by a written consent from your surety. In this connection, however, we feel that it is only fair to state to you that this department will have to recommend against any extension of time on the grounds which you set forth, to-wit, lack of labor efficiency and difficulty in obtaining delivery of materials.

The Highway Commission has not made it a policy to grant extensions of time on these grounds. As above set forth, however, your request will be transmitted to the State Highway Commission upon receipt of written consent of your surety.

Very truly yours,

NOTED
State Highway Engineer

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock
Mr. Devers

FORM 5-E-1 18698 2M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const. [illegible]

May 22, 1935.

Mr. C. C. Hockley
State Engineer, PWA.
U. S. Courthouse
Portland, Oregon.

Dear Mr. Hockley:

Under date of May 14, you asked us for information concerning the redriving and cutting off of the steel sheet piling around Piers 9 and 10 of the Coos Bay Bridge. It was necessary to obtain some of this information from the field; hence the delay in answering your letter.

1. The work done to date has been confined to Item 2 of this change order -- burning off the sheet piling. The amount allowed on the estimate under this item is $476.45. In addition, we have purchased an underwater cutting torch and have used some gas, bills for which have not yet been submitted by the contractor. These additional bills will come to about $175.00, making a gross expenditure to date under Item 2, of approximately $650.00.

2. No work has yet been done on Item 1 - driving steel sheeting down. It is planned to drive these down to the point at which they interfere with the battered foundation piling. This will be at approximately elevation -48.0, which is 12 feet below the bottom of seal.

3. The sheet piling are to be cut off as near as possible to the top of the seal which is at elevation -28.0.

4. We plan on cutting off the steel sheet piling in two operations. We are burning off the inside flange of the lock between sheet piles before the cofferdam is flooded. This cut is made about one foot in length to cover variations in the redriving of the sheet piling. The cutting of the webs and outside lock flanges will be made with an underwater cutting torch after the sheet piling are driven to final position.

The method and equipment for the underwater cutting are tentative as yet. We have been in correspondence with the Merritt-Chapman & Scott Corporation of San Pedro, California who are the western representatives of the Under-Water Metal Cutting Corporation, and the terms which they quote appear to us to be excessive. We have therefore purchased a Victor underwater cutting torch, and will attempt the work with our own personnel.

5. The work on this change order must be co-ordinated with other work on the bridge. Upon the completion of Pier 10 by the Northwest Roads Company it was immediately turned over to the Virginia Bridge & Iron Co., who started the erection of the structural steel. It will take the V.B. & I. Company about thirty days to complete such of their work as interferes with the driving down of the sheet piling. As soon as they are clear of the pier, we plan on moving a driver in, driving down the sheet piling, finishing the cutting off of the piling, and remove the stubbs. As noted above, we have already done such of the cutting as could be done before redriving the sheet piling.

No work has yet been done on this change order at Pier 9. The contractors have completed the excavation and driven the foundation piling, but have not yet placed the seal. It will be some time before the pier is completed and the work under the change order can proceed.

We have been taking soundings around both Piers 9 and 10 at intervals since construction started. There has been no additional scour around Pier 10 since the placing of the rip rap. In fact, since the placing of the rip rap the sand has built up to the top of the rock. At Pier 9 there has never been any appreciable scour. The lowest point in the stream bed around Pier 9 is -20.0. Around the north side of this pier where material from the excavation has been placed, the stream bed is up to -7.0, a filling in of about ten feet. This in spite of the fact that the cofferdam and falsework piling are in place and creating eddy currents and that no rip rap has as yet been placed around this pier.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP

1636 2M 9 34
SIONERS
SCOTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
RICH, PENDLETON

GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 20, 1935.

Mr. C. C. Hockley
State Engineer, PWA.,
U. S. Courthouse
Portland, Oregon.

Dear Sir:

We asked your approval of a revision of extra SB-1 covering "five foot increase in depth of foundation for bascule piers as shown in Drawings 4758, 4759, 4760, revised August 22, 1934."

The estimated cost of this extra is shown on your Conditional Approval dated September 26, 1934, as $2,010.00. This estimate showed the anticipated additional cost over and above our original estimate which included a considerable quantity of excavation below elevation shown, and also the proportion of the difference between the bid quantity and the actual estimated quantity, as shown on Drawing 4796. Since this original estimate does not show up in our monthly estimates to the contractor, the cost as shown under SB-1 will overrun the authorized amount. The revised cost of extra SB-1 should be as follows:

Increased Quantities:

Excavation below Elev. Shown	750 cu.yds	at $2.00	$1,500
Seal Concrete	150 cu.yds	at 25.00	3,750
Class "A" Concrete in pier shafts	75 cu.yds	at 28.00	2,100
Metal Reinforcement	5,000 pounds	at 0.042	210
Total Additional Cost			$7,560.

Decreased Quantities:

Class "B" Concrete	135 cu.yds	at 21.00	2,835.
Net Additional Cost			$4,725.

Mr. C. C. Hockley, #2 April 20, 1935.

Since this is a necessary contingency, we ask your approval for its payment from contract funds.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP

cc Mr. R. H. Baldock
Mr. J. M. Devers
Mr. C. A. Jordan

RM 5-S-1 16626 2M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 1, 1935.

Mr. C. C. Hockley
State Engineer, PWA.,
Federal Courthouse
Portland, Oregon.

Dear Mr. Hockley:

Receipt is acknowledged of your communication of March 27, in reference to the matter of public liability insurance for the Virginia Bridge & Iron Company, contractors, and F. H. Helser & Company, subcontractors on the Coos Bay Bridge.

You make inquiry as to whether the $50,000 - $100,000 policy submitted is in conformance with the specifications.

Upon receipt of this communication, I discussed the matter with Mr. Devers and he tells me that he has always construed policies with the above limitation as being in full compliance with our specification clause for the reason that the upper limit is $100,000 as specified.

You will doubtless recall that before writing this specification Mr. Devers and I discussed the matter of limits with you. I believe Mr. Devers also discussed the matter with some of the bonding companies before we wrote the specification, and this type of policy, that is to say, the $50,000 - $100,000, was the type of coverage which we had in mind when we wrote our specification.

Very truly yours,

NOTED

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock
Mr. Devers

R. H. BALDOCK
ATE HIGHWAY ENGINEER
. B. McCULLOUGH
BRIDGE ENGINEER

NOTED
State Highway Engineer

RHB:

This building has always been known as the "U.S. Court House" Federal Court rooms are located therein.

McCullough

NOTED
State Highway Engineer

north approach to the Coos Bay Bridge. This revision consists in the changing of the footing elevations as follows:

Bent No. 1 from +30.0 to +19.0
Bent No. 2 from +22.0 to +26.0
Bent No. 5 from 0.0 to + 5.0
Bent No. 6 from - 5.0 to - 2.5
Bent No. 7 from -13.0 to - 3.0
Bent No. 8 from -13.0 to - 5.5
Bent No. 9 from -13.0 to -12.0

These changes are occasioned by the locating of the elevation of hard strata accurately through excavations made for the footings. Our estimate of cost on this change is as follows:

Increased Cost:

Excavation Below Elev. Shown	107 cu.yds at $8.00	$ 856.00

Decreased Cost:

Excavation	300 cu.yds at $8.00	$2,400.00
Cl. "A" Conc., Piers and footings	20 cu.yds at 15.80	316.00
Cl. "A" Conc., Beams and columns	70 cu.yds at $27.80	1,946.00
Total Decreased Cost		$4,662.00
Net Decreased Cost Due to Change		$3,806.00

Since the Excavation Below Elevation Shown will appear as an item on the estimate and the compensating decreases will not appear thereon, we ask your authority to pay for this Excavation Below Elevation shown from Construction Funds.

2-1 10000 SM 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 19, 1935.

Mr. C. C. Hockley
State Engineer, PWA.,
U. S. Courthouse
Portland, Oregon.

war.

when did this bldg. become a court House

Dear Mr. Hockley:

We hereby request your approval of a change order covering the revisions to Bents 1, 2, and 5 to 9, inclusive, of the north approach to the Coos Bay Bridge. This revision consists in the changing of the footing elevations as follows:

Bent No. 1 from +30.0 to +19.0
Bent No. 2 from +22.0 to +26.0
Bent No. 5 from 0.0 to + 5.0
Bent No. 6 from - 8.0 to - 2.5
Bent No. 7 from -13.0 to - 3.0
Bent No. 8 from -13.0 to - 5.5
Bent No. 9 from -13.0 to -12.0

These changes are occasioned by the locating of the elevation of hard strata accurately through excavations made for the footings. Our estimate of cost on this change is as follows:

Increased Cost:		
Excavation Below Elev. Shown	107 cu.yds at $8.00	$ 856.00
Decreased Cost:		
Excavation	300 cu.yds at $8.00	$2,400.00
Cl. "A" Conc., Piers and footings	20 cu.yds at 15.80	316.00
Cl. "A" Conc., Beams and columns	70 cu.yds at $27.80	1,946.00
Total Decreased Cost		$4,662.00
Net Decreased Cost Due to Change		$3,806.00

Since the Excavation Below Elevation Shown will appear as an item on the estimate and the compensating decreases will not appear thereon, we ask your authority to pay for this Excavation Below Elevation shown from Construction Funds.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

Mr. C. C. Hockley, #2 March 19, 1935.

These changes are shown in detail on Drawings 4879, 4892 and 4895, revised, copies of which are bent sent under separate cover.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc R. H. Baldock
J. M. Devers
Raymond Archibald

FORM 9-B-1 10000 2M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 16, 1936.

Mr. C. C. Hockley
State Engineer, P.W.A.
U. S. Courthouse
Portland, Oregon.

Dear Mr. Hockley:

Under date of March 11, you addressed a communication to this office in reference to the matter of payment by check requested by Mr. Henry Foote, subcontractor on the Coos Bay Bridge, suggesting that this type of request should come through this office.

This office is now in receipt of a formal request, a copy of which is attached hereto.

We have no objection to the arrangement Mr. Foote suggests, provided it meets with your approval. We would therefore be pleased to receive advice from you in reference to this matter.

We wish to thank you for your courtesy in routing this request through our office in the first instance.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. Baldock ✓
Mr. Devers
Mr. Archibald

NORTHWEST ROADS COMPANY

Coos Bay Bridge
North Bend, Oregon

March 15, 1935.

Mr. C. B. McCullough
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We request permission for our hauling sub-contracter, Mr. Henry Foott to pay his employes by checks drawn on a local bank.

Very truly yours,

NORTHWEST ROADS COMPANY

By Len S. Hinson (signed)
Len S. Hinson
Office Manager

FORM 5 E-1 16693 2M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

R. H. B.

March 12, 1935.

Mr. C. C. Hockley
State Engineer, P.W.A.,
U. S. Courthouse
Portland, Oregon

Dear Mr. Hockley:

We are in receipt of your letter of March 6, advising us of certain objections to the terms of the Order for Extra Work and the Price Agreement issued to cover the foundation changes at Piers 9 and 10 of the Coos Bay Bridge.

The removal of the sheet pile stubs from the cofferdam after cutting the piling off at the top of the footing is an entirely different matter from pulling out the piling of the cofferdam. The removal of these stubs must be coordinated with the cutting and will necessarily be slower and more costly than the ordinary pulling of a cofferdam. Since the streambed is above the elevation of the cut the stubs can not be removed immediately after cutting without the sand coming in on the diver. To allow access to the next piece, however, it will probably be necessary to raise each piece a few inches. This work is an added cost properly chargeable to the foundation change. The amount shown on the order for extra work is an estimate only, and since the work covered is new and unfamiliar both to the contractors and to us, probably varies considerably from the final cost. Payment to the contractor will, of course, be the actual cost plus the percentages provided for in the contract. The saving to the contractor of the cost of pulling the sheet piling, while not specifically mentioned, has been taken into account in the Price Agreement.

The prices for the sheet piling established by the Price Agreement are the contractors' cost price and do not include any percentage for profit or overhead expense which he would be justified in claiming under the terms of his contract. The stipulated five per cent for profit and overhead on the $11,272.12 bill for piling would amount to $563.61.

The contractor is also agreeing to waive the first cost of the piling purchased for Pier 10, and will bill us only the amount of salvage represented by the stubs left in place. This first cost, less salvage, amounts to approximately $7,100.00. A considerable portion of this could be reasonably charged against the foundation change if the contractor elected to make the claim. The contractor is waiving the above claims in consideration of the advantage of starting work on Pier 9 earlier than would have been possible had he waited to remove the cofferdam at Pier 10 and re-use the piling, and also in consideration of the saving in the removal of the sheet piling under his original contract.

In regard to the disposal of the salvaged sheet piling, we can not require the contractor to take over this material unless he in turn can dispose of it. The contractor has an agreement with the steel company to take over the salvage from Pier 10 at a price which will net him $1.00 per cwt. which is the price set up in the Price Agreement for the material left in place at this pier. The steel company refuses to enter into such an agreement covering salvage on the additional piling for Pier 9. Its disposal is dependent on the market for such material and the contractor can not be required to definitely agree to take it over.

In previous correspondence regarding this foundation change we have advised you that we do not consider the leaving in place of the sheet pile stubs necessary or that the expense is warranted. The change, however, is Mr. Bowman's recommendation, and since in spite of our analysis of the situation sent you January 30, the P.W.A. has not seen fit to reconsider the matter, we are attempting to carry out his ideas. We have had several conferences with the contractors' representatives, and the Order for Extra Work and the Price Agreement submitted with the request for the change order are the most favorable terms for the State to which the contractors will agree. They are, in our opinion, more reasonable than we have any right to ask, and it is only because of the contractors' anxiety to speed up the construction of Pier 9 that he has accepted them.

We will be ready to start on the work at Pier 10 in about ten days, and to avoid delay, must proceed under the Order for Extra Work and Price Agreement as originally submitted.

In conclusion therefore, permit us to point out the following:

1. This entire change is not one of our own choosing but rather an attempt to carry out implicitly the recommendations of Mr. Bowman who visited the job some time ago.

2. After repeated conferences with the contractors the price agreement and force account were submitted as the best arrangement which could be obtained.

3. We consider this a very satisfactory arrangement. In fact it is several thousand dollars cheaper than the preliminary figures given to Mr. Bowman when the change was discussed.

4. The contractor will not proceed under any other basis.

5. There is no way under our contract by which we can force him to vary the terms of his price agreement as this is a supplementary or subsidiary contract concerning which there must be mutuality of agreement.

In view of the foregoing circumstances, therefore, we must proceed under the work order and price agreement submitted, or not at all. If we cancel the entire matter we still have to compensate the contractor for the work already done to date under this set-up which consists in the cost of transporting new sheet piling to the job and the original cost of these additional sheet piling, less salvage.

We assume that your Washington office does not wish to consider canceling the entire change, and we are therefore proceeding under the order and price agreement submitted. We must do this in order to avoid stopping the work and therefore earnestly request that this matter be reconsidered immediately.

We wish to assure you that if there were any possible way to modify the agreement and extra work order submitted, we would do so, but we are absolutely powerless to force [illegible] HIGHWAY COMMISSION

[illegible]

PH-S-1 21 10030 5M 6-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 9, 1935.

PWA

Mr. C. C. Hockley
State Engineer, PWA.,
U. S. Courthouse
Portland, Oregon.

Dear Sir:

We hereby request your approval of a change order covering the lowering of the footing of Pier 1 on the Siuslaw River Bridge from elevation minus 28 to elevation minus 35; the anchoring of the timber sheet piling to the footing and the leaving in place of that portion of the sheet piling which is below the top of the footing; and the placing of riprap around the pier.

This is in conformance with Mr. Bowman's request given in your letter of January 29, 1935.

This change has been divided into two parts: the first covering the change in the elevation of the pier footing resulting in an increase in quantities on which the contractor has tendered unit prices under his contract; and the second covering the anchoring and leaving in place of the timber sheet piling and placing of riprap. There are no unit prices under the contract to cover this work, and it is therefore being covered by the attached order for extra work. The estimated cost of this change is as follows:

1. Lowering the Footing to Elevation Minus 35:

Excav. Below Elev. Shown	140 cu.yds at $2.00	$280.00
Seal Concrete,	50 cu.yds at 25.00	1,250.00
Cl. "A" Conc. in Columns, Beams, Pier Shafts, etc.	31.50 cu.yds at $28.00	882.00
Metal Reinforcement	1300 lbs. at $0.042	54.60
		$2,466.60

2. Anchoring and Leaving in Place of Timber Sheet Piling.

As per attached Order for Extra Work	5,040.00
Total Estimated Cost of Proposed Change	$7,506.60

Plans covering this proposed change are shown on drawing 8404 revised, copies of which are being sent you under separate cover.

Since this is considered a necessary contingency we ask your approval for the payment for this work from construction funds.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AF

Enclosure

FORM B-E-1 16638 8M 6-34
~~COMMISSIONERS~~
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

February 18, 1935

Mr. C. C. Hockley
State Engineer for Oregon
Public Works Administration
U. S. Courthouse
Portland, Oregon

State Highway Engineer

Dear Mr. Hockley:

We hereby request your approval on a Change Order covering the leaving in place of the steel sheet piling around piers 9 and 10 at Coos Bay and the riprapping of these piers.

We propose to do this work under a Price Agreement and an Extra Work Order, copies of which are attached. The Price Agreement covers:

(1) The cost of the piling stubs at pier 10 at the price which the contractor would realize if they were turned back to the steel company as salvage.

(2) The purchase price of new sheet piling for pier 9 at the contractor's cost price f.o.b. North Bend, plus an agreed handling charge of $328.00 less a salvage value of $1.00 per cwt. for the stubs salvaged. This handling charge of $328.00 is based on the costs incurred handling the sheet piling at pier 10.

The contractor has an agreement with the steel company to buy back the salvage sheet piling at $22.00 per ton at North Bend, the contractor to recondition the sheet piling by squaring up the ends and straightening any bent pieces. We estimate that it will cost approximately $2.00 per ton to do this work leaving a salvage value of $20.00 per ton, or $1.00 per cwt. The contractor was not able to make this salvage agreement for the sheet piling purchased for pier 9 but has verbal assurance that such an agreement can be entered into later, hence the note on the

Price Agreement covering the salvage of stubs from pier 9. The total cost of this Price Agreement is $10,389.06. Final payment, of course, will be made on the actual number of pounds used and salvaged at the price shown on the Price Agreement.

The Extra Work Order covers labor in driving the sheet piling down to final position, burning off the sheet piling at the top of the seal and removing the salvaged stubs from the cofferdam. Our estimate on this amounts to $7,625.00, making the total estimated cost for the Change Order, $18,014.06.

In your letter of February 13, you call attention to Mr. McDonough's note concerning the credit which should be allowed by the contractor for not having to remove the sheet piling from the cofferdam. This matter was discussed with the contractor during negotiations concerning the Price Agreement. The cost of this, of course, can only be estimated but it was thought that about $1.00 per piece could cover it. This would amount to $408.00. In exchange for this estimated amount, the contractor is agreeing to furnish all of this material at his cost price as shown on the Price Agreement without the addition of the usual 5% on material as covered in the general specifications. He is also absorbing all of the difference between the cost of new piling at pier 10 and the salvage price which he would have realized had he removed the piling as per the original contract. This amounts to more than $7,000.00. The contractor is, of course, getting the advantage of starting work on pier 9 two or three weeks earlier than would have been the case had he proceeded according to his original plan.

It is our opinion that the attached Price Agreement represents a very reasonable offer by the contractor.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

LD
Enc.

FORM 8-E-1 16093 8M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

February 11, 1935.

Mr. C. C. Hockley
State Engineer, PWA.,
U. S. Courthouse
Portland, Oregon.

Dear Mr. Hockley:

We have made up price agreements covering the furnishing of the steel sheet piling to be used in encasing the footings of Piers 9 and 10 of the Coos Bay Bridge, and are sending these price agreements to the contractor for signature. The contractor is not willing to make a price agreement on the labor of redriving, burning off and removing the stubs due to the difficulty of estimating the cost of such work. These items will therefore be done on a cost plus basis under an extra work order which we will issue.

As soon as we receive these signed price agreements we will make up a new application for a change order covering the installation of these sheet piling. In the mean time we would ask that you take no action on our application for a change order dated January 30, 1935, as there will be some revision in the cost estimate.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP
Enclosure

NOTED
State Highway Engineer

-1 16626 5M 5-34
OMMISSIONERS
IE M. SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
. ALDRICH, PENDLETON

. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 30, 1935.

Mr. C. C. Hockley
State Engineer, PWA.,
Federal Courthouse
Portland, Oregon.

Subject: Request for Change Order
Coos Bay Bridge
PWA Docket No. 982

Dear Mr. Hockley:

When Mr. H. A. Bowman of the office of the Director of Engineering, PWA, Washington, was in this office on January 22, he suggested that we drive the sheet piling around the two main piers (Piers 9 and 10) at the Coos Bay Bridge as far down as we could without interference with the batter piling, burn off these sheet piling at the top of the seal and leave the stubs in place.

In discussing this matter with Mr. Bowman, we told him that we did not believe that the leaving in of these sheet piling was absolutely necessary; however, Mr. Bowman felt that it would be a good insurance and we were at that time more or less in accord with his idea. Since Mr. Bowman's visit, however, we have had time to make a more detailed investigation on the ground. This investigation has developed two new facts which we wish to submit for further consideration.

The first is that the cost of carrying out Mr. Bowman's suggestion will amount to $24,600. This is a cost item considerably in excess of the cost we had in mind when discussing the question with him and we believe considerably in excess of the sum which he had in mind. As you doubtless know, the State is without funds to complete the Five Coast Bridges, of which Coos Bay Bridge is one, in the event that the total cost exceeds the allotment. We have been hopeful of keeping the total cost of these five bridges nicely within the estimate but items such as the above extra which were not considered in the original set-up may amount to a figure sufficient to necessitate the request for an increase in the original allotment. In view of this fact, therefore, we think the matter should be very carefully considered.

The second fact is disclosed from a detailed study of the scour conditions at the Siuslaw footings. As you doubtless recall, the south approach footings on Siuslaw River Bridge were lowered from six to eight feet as soon as scour conditions began to develop at that point. In addition to the lowering of these footings, the construction sheet piling were driven down to an additional depth. An examination on January 28, disclosed the fact that the potholes immediately followed down to this additional depth, leaving the foundations practically in the same condition in relation to scour as they would have been if they had been stopped at the original elevation. The smooth surface of the sheeting seems to create a condition conducive to local or pothole scour. On the other hand, we find that in every case the placement of riprap stabilizes the material around the footings, immediately checking the tendency to future erosion.

In view of these facts, it would appear that the proposed expenditure of $22,100 for leaving the sheet piling in place at Piers 9 and 10 of Coos Bay Bridge would be of very little service in correcting the scour conditions and the riprap alone would, in our opinion, afford adequate protection.

The maximum depth to which sheet piling can be driven below the bottom of the seal without interfering with the batter piling is twelve feet. Sheet piling can do no good until the scour has extended to the bottom of the seal. The piling cannot be anchored in any way to the seal and there will undoubtedly be considerable movement at the tops of the piling due to the action of the current which will tend to loosen the sand around these piling below the streambed and make it more susceptible to scour than if the sheet piling were not in place. We feel that if any scour develops around these piers which would progress far enough to bring the sheet piling into action, it would be necessary to riprap even though the sheet piling were in place, and it is our opinion that better insurance of the safety of the structure can be provided for by the expenditure of the money required for riprap alone.

We are, to a certain extent, embarrassed in making this request at this time in view of the fact that the matter was discussed with Mr. Bowman and we agreed to his request. We certainly do not wish to be placed in the position of attempting any repudiation of our verbal agreement. We are deeply appreciative of Mr. Bowman's visit and of the helpful suggestions which he made. We are also appreciative of the fact that Mr. Bowman has had a long and varied experience in foundations and knows whereof he speaks, however, in view of the particular circumstances surrounding the scour action on these tidal bays, particularly the action which has recently developed along some of the footings which we have protected with timber sheet piling, we are firmly convinced that the only possible method of solving our difficulty is in the placement of riprap as we are doing at the Alsea and Siuslaw crossings at the present time.

We are very sorry that Mr. Bowman is not available to make a re-inspection as we are thoroughly convinced that an examination in the light of what is now disclosed would convince him of the tenability of our position. In view of the foregoing circumstances, we ask a reconsideration of this matter.

If the Public Works Administration still feel that the steel sheet piling are necessary, we will, of course, proceed with the work. If the sheet piling now in place in the cofferdam are to be used for this work, it will be necessary for the contractor to order additional sheet piling for the second of these main piers, and since it takes from four to six weeks for delivery of sheet piling, we would appreciate an early decision on this matter.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock
Mr. Devers

P. S. Since writing the above communication, and before mailing it out this morning, Mr. Paxson has called in from Coos Bay Bridge. He reports that on Pier 10 there has been a silting up all around the cofferdam to the extent of between two and three feet since our last inspection. The depth of the bay bottom now varies from 10 to 22 feet above the bottom of the seal, with an average cover of 16.7 feet above the bottom of the seal.

Postscript - continued

The few yards of riprap which we placed as a temporary protection have been completely covered with this sedimentation.

This is another one of the many instances on these bridges indicating the certain efficacy of riprap as an immediate cure for tidal scour. It seems conclusive that no further erosion need be feared at this pier.

In view of these facts we are more than ever convinced that the expenditure of $22,100 for leaving sheet piling in place as noted above, can not be justified. We urge your immediate consideration of this matter; and in the interest of economy, urge that the Administration approve the placement of rip rap alone, as above recommended.

C.B.M.

FORM 8-E-1 16698 5M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 30, 1935.

Mr. C. C. Hockley
State Engineer, P.W.A.,
Federal Courthouse
Portland, Oregon.

Subject: Request for Change Order
Coos Bay Bridge
PWA Docket No. 982

Dear Mr. Hockley:

Pursuant to recommendations made by Mr. H. A. Bowman, of the office of the Director of Engineering, PWA, we are requesting conditional approval of the following changes and additions to the plans and specifications covering the construction of Coos Bay Bridge, PWA Docket No. 982.

Drive sheet piling now in cofferdam around Piers 9 and 10 to the maximum depth possible without interfering with batter piling in foundation and then burn off these sheet piling at or near the top of the concrete seal and riprap around these piers after the part of the sheet piling that is above the top of the seal has been removed. The estimated cost of this work is as follows:

Cost of sheet piling now in place.	$21,000.00
Cost of driving to additional depth.	1,200.00
Cost of cutting off and removing the upper part of sheet piling.	4,000.00
Cost of riprap 1,000 yds at $2.50	2,500.00
Total	$28,700.00
Value of sheet piling salvaged .	4,100.00
Net Cost	$24,600.00

The above work to be done on a "force account" basis and to be paid for as provided by Section 1058 of the General Provisions of the contract entered into between the Northwest Roads Company, contractor, and the Oregon State Highway Commission, dated July 25, 1934.

NOTED
State Highway Engineer

Attention is called to the fact that the borrower herein has no means of financing the cost of this extra other than through funds derived from its loan and grant agreement with the Federal Emergency Administration of Public Works, and that if by reason of expenditures for this and other similar extras the cost of the project is in excess of the allotment provided by the loan and grant agreement, the borrower must request and must receive from the Federal Emergency Administration of Public Works an additional allotment sufficient to finance the excess cost.

Please see my letter of even date in relation to this extra.

Yours very truly,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. R. H. Baldock
Mr. J. M. Devers

Coos Bay
Bridge

January 25, 1935

Mr. C. B. McCullough
Office

Dear Sir:

Mr. Hockley phoned today and stated that in the case of the diver at the Coos Bay bridge, the request had come in for the Commission to work him up to 48 hours per week on the basis that it was not possible to secure another diver and that it was necessary for the present diver to work this additional period in order to permit other labor to work their full time.

In view of these conditions, he was wiring Dolan, permitting the diver to proceed to work 48 hours in one week with the understanding that this was not to continue for more than three weeks from date.

Mr. Hockley also suggested that a letter be forwarded to him from this office making the official request for working the diver more than the specified time and giving the reasons why this was necessary.

Very truly yours,

State Highway Engineer

RHB:HI

Mr Baldock

NOTED
McC

Coos Bay Bridge

December 22, 1934.

Mr. J. M. Devers:

Herewith copy of correspondence in reference to the work done at Coos Bay Bridge on election day.

In accordance with our conference this morning, I would be very glad if you would secure a definite ruling from the PWA in reference to two points, as follows:

1. What constitutes a legal holiday, within the meaning of our contract with the federal government and our contract with the contractor.

Paragraph one of Rule 8005 in the Manual of Instructions issued by the PWA, states as follows: "Legal holidays are those set by the U. S. Government as follows: January first, February 22, July 4, Labor Day, Thanksgiving Day, and December 25."

I think we should have definite advice as to whether we may rely upon this statement absolutely, or whether the Inspection Bureau can set out and designate other legal holidays from time to time. I think this is extremely important because it affects the right of the contractor to proceed with his work in an orderly manner, and in accordance with the continuous program. You will readily appreciate the fact that if election day or any other day not specifically designated in the government regulations may be construed as a legal holiday by the Inspection Division, we are left more or less "out on a limb," as it were, never knowing when we will be permitted to work. It would appear only fair to us and to the contractor that we have a definite ruling on this matter.

The second question goes to the matter of our authority in case of emergency. Our specifications state as follows; "No work shall be permitted on Sundays or legal holidays, except in case of emergency."

It would appear that this department, being responsible for the safety and integrity of the structure, and also responsible jointly with the contractor for the safe and expeditious carrying out of construction operations, should be permitted to decide what constitutes an emergency.

Take the case in point which involved certain work on November sixth. This is a time of the year in which coast storms are quite common. The day before election day found us with a partially completed cofferdam. It so happened that election day turned out to be a clear day, but the day before -- in fact a period of several days before, had been stormy, and we had no assurance whatsoever that the weather would be such as to insure us against material damage. Common construction prudence would dictate the necessity of bending every effort toward the prompt completion of this work. Based upon experience involving many millions dollars worth of bridge construction, this department has found it extremely unprofitable to take a chance of this kind. Furthermore, it is our opinion that any damage to an open cofferdam, resulting from a direct shutdown ordered by the state might involve us in claims and possible litigation with the contractor. In addition to possibility of damage litigation, it would also appear that if the contractor is not permitted to exercise reasonable construction prudence and is continually embarrassed by shutdowns and interferences with his construction program, it may be that such action could be construed as impairing the validity of his surety bond, thus leaving us high and dry without any protection whatsoever in case of serious accident.

We can not believe that it is the desire and purpose of the federal government to require us to shut down construction operations when in our opinion the safety and integrity of the structure or any portion of it, and perhaps in certain cases, the personal safety of the workmen depend upon a speedy and continuous carryout out of construction operations.

C. B. McCullough

FORM 5-E-1 15567 1M 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

November 8, 1934

Baldock

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
U. S. Courthouse,
Portland, Oregon.

Subject: Detour Trestle
Coos Bay Bridge
P. W. A. Docket No. 982.

Dear Sir:

I have delayed an answer to your letter of November second with respect to the above subject for two reasons; the first is that I have been crowded by other matters, and the second is that I wanted to have more time to study the questions submitted in your letter.

For your convenience I am requoting the section quoted in your letter and am likewise quoting two other sections found in the contract; namely, sections 1006 and 1013, which are as follows:

> 1006 "The right is reserved, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the structures included in the contract. Such extra work shall be done by the contractor and he shall be compensated as provided herein."

> 1013 "The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfilment of the terms of the contract."

> 1058 "In the event of any extra work being ordered by the Enginer or a class not covered by the prices submitted in the proposal, the basis of payment for the same shall be agreed upon in writing between the parties to the contract before such work is done, or where such method of payment can not be agreed upon prior to beginning the work the Engineer may order the contractor to do such work on a 'force account' basis."

These same provisions have been carried in our contracts for a long period of time and have been accepted and construed by both the Highway Commission, the contractors and the U. S. Bureau of Public Roads as sufficient to vest the Engineer with authority to order extra work in the same manner that the subject has been handled with respect to the Coos Bay Bridge and as it will probably be handled in similar instances arising in connection with the other four Coast Highway Bridges.

I must be frank with you, however, and admit that perhaps a technical construction of the contract and a strict application of legal principles would justify a conclusion that some action by the Commission is necessary since the Commission, not the Engineer, is one of the contracting parties. We have always gone on the theory that that action and consideration by the Commission has been ultimately given when the Commission approves the vouchers calling for the payment of the extra work ordered by the Engineer, and I have gone on the theory that this same procedure and same ultimate conclusion would prevail in connection with the Coast Bridges.

However, if in your opinion the Commission should act first rather than evidence its action by the approval of the voucher, then I will prepare a resolution by the Commission, by which resolution the Commission will in express terms authorize Mr. Baldock, or the Assistant Highway Engineer, Mr. C. B. McCullough, to order and require extra work when in the judgment of the said Engineer or his assistant such extra work is necessary, and then report to the Commission such items of extra work when vouchers are submitted for approval and payment.

I shall be glad to hear from you with respect to this interesting subject.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock
Mr. C. B. McCullough
Mr. J. E. Donaldson

November 8, 1934

Mr. C. B. McCullough
Bridge Engineer
OFFICE

Dear Sir:

I am returning herewith the following agreements relating to the granting of extensions of time for the completion of the Coos Bay Bridge:

(1) Three copies of agreement with the Northwest Roads Company

(2) Three copies of agreement with the Virginia Bridge and Iron Company

These agreements were presented to the Commission some time ago but the Commission refused to sign them. Subsequently new agreements were prepared and executed. The attached agreements are void and I have marked them so. I am simply returning them to you for further disposal.

Yours very truly,

Secretary

HBG:MC
encl.

'48 15M 8-34
MBERS
T, CHAIRMAN, PORTLAND
RNE, EUGENE
NDLETON
SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

November 7, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

[illegible]
State Highway Engineer

Dear Sir:

The attached claim has been received from the Coos Bay Construction Company. Please investigate this and make suitable recommendations.

It is not clear whether Mr. Cochran's cut quantities are from our actual excavation measurements or merely estimates based upon truck yardage or rough measurements.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

PWA

October 2, 1934

Mr. C. B. McCullough
Bridge Engineer
Office

Attention of Mr. W. A. Reeves

Dear Sir:

I am returning to you amendatory agreements extending the date of completion for the construction of the Coos Bay and Umpqua River bridges on the Oregon Coast Highway, said agreements being between the State Highway Commission and Virginia Bridge & Iron Company, Northwest Roads Company and Teufel & Carlson. You will note that they have all been signed by the State Highway Commission.

Very truly yours,

Secretary

HBG:AJ

PWA

September 21, 1934

Mr. H. B. Glaisyer

Office

Dear Sir:

I hand you herewith amendatory agreements as follows:

Agreement with Teufel & Carlson for extension of time on the Umpqua River bridge contract.

Agreement with Virginia Bridge & Iron Company for extension of time on Unit B of the Coos Bay contract, and agreement with Northwest Roads Company on Units A, C, & D of the Coos Bay contract.

These amendatory agreements have been executed by the contractors and are now ready for execution by the Commission.

There is still one amendatory agreement yet to come in. This is the agreement with Gilpin and General Construction Company, who informed me that they have signed the agreement and are now getting the signatures of the bonding companies.

Very truly yours,

C. B. McCullough
Bridge Engineer

By W. A. Reeves

W. A. Reeves
Office Engineer

WAR/DK

Enclosures

CLASS OF SERVICE DESIRED			
DOMESTIC		FOREIGN	
TELEGRAM		FULL RATE CABLE	
DAY LETTER		DEFERRED CABLE	
NIGHT MESSAGE		NIGHT CABLE LETTER	
NIGHT LETTER		WEEK-END CABLE LETTER	
SHIP RADIOGRAM		RADIOGRAM	

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

COPY

POSTAL TELEGRAPH—CABLE CO.

TELEGRAM

Salem, Oregon
September 6, 1934.

Coos Bay

VIRGINIA BRIDGE & IRON CO.
ROANOKE, VIRGINIA

CHANGE WIDTH OF SIDEWALK FROM THREE FOOT SIX TO THREE FOOT FIVE TO PROVIDE CLEARANCE FOR RAIL POSTS STOP WE APPROVE YOUR METHOD OF SPLICING STRINGERS FOR COOS BAY BRIDGE

NOTED
Engineer

C.B.McCullough

PREPAID
NIGHT LETTER
CHG. HWY. DEPT.

Pursuant to the above arrangement, this office is now in receipt of a communication under date of August 27, from the Northwest Roads Company copy of which is attached hereto. In view of the statements made in this letter, and in view of the financial rating of the Firemen's Fund Indemnity Company, it would be our recommendation that their policy LP-106067 taken out by Northwest Roads Company to cover the above mentioned work, be approved. If, however, there is any specific reason for withholding this approval, we shall be glad to take up the matter again upon advice from you to this effect.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP
cc Mr. Baldock

FORM 5-E-1 14785 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 5, 1934.

Mr. C. C. Hockley
State Engineer, P.W.A.,
Federal Courthouse
Portland, Oregon.

Dear Sir:

Under date of August 9, you addressed a communication to this office in reference to public liability insurance proposed by the Northwest Roads Company for the Coos Bay Bridge, P.W.A. Docket 982.

Under date of August 11, I replied to this communication, stating that I had taken up the matter set forth in the second paragraph of your letter of August 9, with the contractor and that if the contractor offered any serious objection, we would discuss the matter with you further.

Pursuant to the above arrangement, this office is now in receipt of a communication under date of August 27, from the Northwest Roads Company copy of which is attached hereto. In view of the statements made in this letter, and in view of the financial rating of the Firemen's Fund Indemnity Company, it would be our recommendation that their policy LP-108067 taken out by Northwest Roads Company to cover the above mentioned work, be approved. If, however, there is any specific reason for withholding this approval, we shall be glad to take up the matter again upon advice from you to this effect.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP
cc Mr. Baldock

COPY

NORTHWEST ROADS COMPANY

Portland, Oregon
August 27, 1934.

Oregon State Highway Commission
Bridge Department
Salem, Oregon.

Attention, Mr. C. B. McCullough
Subject, COOS BAY BRIDGE - INSURANCE

Gentlemen:

I acknowledge your letter of August 22nd quoting a portion of Mr. Hockley's letter of August 9th, regarding Public Liability Insurance making reference to copy of Firemen's Fund Indemnity Company Policy which we had filed with your office.

Our Coos Bay Bridge Insurance Schedule was compiled after careful study by Jewett, Barton and Leavy and other insurance authorities and we would very much dislike to reopen this rather redious situation.

There are nine surety companies on our performance bond and if all of thesewere eliminated from consideration on insurance matters it might be difficult for us to have this policy written in a company entirely satisfactory for our needs.

Of course, if a change in the writing of this policy is strongly requested by Mr. Hockley's office, we would be willing to consider the matter further in an effort to comply, providing such compliance woult not increase the cost of this insurance to us.

Very truly yours,

NORTHWEST ROADS COMPANY

Theodore Shoemaker
President

TS:ZA

1 14755 1500 4-34

OMMISSIONERS
E M. SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
ALDRICH, PENDLETON

B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 22, 1934.

Northwest Roads Co.,
Box3072
Portland, Oregon.

Gentlemen:

In reference to your public liability insurance policy, Mr. Hockley, under date of August 9, advised as follows:

> "We note that this policy covers liability up to $300,000 as the result of any one accident. The company issuing it is one of the co-sureties on the performance and labor bonds, with a total liability on these bonds of $164,707.85. Can you not arrange to have this public liability policy issued by some company other than those who are parties to the performance and labor bonds. If there is any serious objection to having this done, please advise."

If you have any serious objection to carrying this policy in another company, kindly advise and we will take the matter up further with Mr. Hockley.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

NOTED
State Highway Engineer

CBM:AP

Mr Baldock

19749 15M 2-34

MMISSIONERS
M. SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
ALDRICH, PENDLETON

GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 18, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
State Highway Department,
Roseburg, Oregon.

NOTED
State Highway Engineer

Dear Sir:

The Bridge Department are of the opinion that materially it would facilitate the operations of the Northwest Roads Company at Coos Bay if they were permitted to construct a road down the east side of our fill and therefore you may grant them this permission with the understanding that they will drag the material back in the fill when their operations are completed.

Mr. Paxson is of the opinion that landscaping would be entirely destroyed by the bridge operations, and, therefore, we will defer the landscaping at this point until the bridge has been completed, and spend the landscaping funds further south away from the immediate scene of operations.

Yours very truly,

R. H. Baldock,
State Highway Engineer.

By
H. G. Smith,
Construction Engineer.

HGS.W
cc R. H. Baldock ✓

OKE ATLANTA BIRMINGHAM CHARLOTTE MEMPHIS NEW ORLEANS DALLAS EL PASO LOS ANGELES NEW YORK

VIRGINIA BRIDGE & IRON CO.

STEEL STRUCTURES
BRIDGES, BUILDINGS, ETC.
WORKS-ROANOKE-MEMPHIS-BIRMINGHAM

GENERAL OFFICES: ROANOKE, VA.
P.O. DRAWER 925

B.L. SNEED
CONTRACTING MANAGER

p.p.-4-

Aug. 17th 1934.

FILE No. V-333

Mr. H. B. Glaisyer, Secy.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

This will acknowledge with thanks your letter of the 13th, inclosing the proposal bond submitted with our bid of April 26th for the construction of Unit "B" of Coos Bay bridge, near North Bend, Ore., on the Oregon Coast Highway in Coos County.

Yours very truly,
VIRGINIA BRIDGE & IRON COMPANY,
B. L. Sneed
Vice President.

bls-w

HER

M B-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 16, 1934.

NOTED

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH
C. B. MCCULLOUGH

Dear Sir:

Mr. Panton, Superintendent for the Northwest Roads Company, has asked E. E. Johnston if his company could grade a road with caterpillars down the east side of our fill now being constructed at the north approach to the Coos Bay bridge so that he could haul equipment and supplies into his plant.

Mr. Johnston states that if a road is built off the end of the fill it would interfere with the construction of the bridge end. This part of the fill should be completed by our contractor in about one week. The contractor can approach his plant through the City Park with very little additional haul and since no surfacing is planned at the present for our fill the contractor will have to surface either of these two routes. It is planned to plant the slopes of this fill this Winter under a landscaping program. For these reasons I recommend against permission to construct a road down the side of our fill.

I believe a permanent road in that location would be a hazard to traffic and that ample entry is provided through the City Park on the present oiled road leading to the ferry. There may be other considerations, which I have not seen and the contractor will appreciate an early reply direct to him or to E. E. Johnston.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
cc. E. E. Johnston

EAC:AWF

owa

July 26, 1934

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission, at a special meeting held yesterday, July 25, 1934, definitely awarded to you the contract for the construction of a bridge across Coos Bay, Units A, C and D, on the Oregon Coast Highway in Coos County.

You may consider this letter as your authority to proceed with your construction operations. An executed copy of the contract will be forwarded to you in due course.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. C. B. McCullough

July 26, 1934

Virginia Bridge & Iron Company
Roanoke, Virginia

Gentlemen:

This letter is to inform you that the State Highway Commission, at a special meeting held yesterday, July 25, 1934, definitely awarded to you the contract for the construction of Unit B, bridge across Coos Bay on the Oregon Coast Highway in Coos County.

You may consider this letter as your authority to proceed with your construction operations. An executed copy of the contract will be forwarded to you in due course.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

RBG:jn
c.c. C. B. McCullough

5-K-1 13088 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. ~~GLAISYER~~, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

NOTED
State Highway Engineer

June 9, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

I am inclosing herewith a certified copy of the minutes of the Commission showing the action and record of the Commission with respect to the bids received and the award made for the construction of the Coos Bay Bridge. This resolution is to take the place of the one which I mailed you under date of May 24th, and is a corrected form.

This letter is sent to you in duplicate and you may use the copy for your acknowledgment if such meets with your approval.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.
cc Mr. R. H. Baldock
Mr. Leslie M. Scott,
Mr. C. B. McCullough

Endorsement:

Receipt is acknowledged of the above communication and the certified copies of the record and action of the Commission, and I hereby approve the award of the contract to the low bidders; namely, Northwest Roads Company of Portland for the construction of units "A", "C" and "D" and the Virginia Bridge & Iron Company of Roanoke, Virginia, for the construction of unit "B" of the Coos Bay Bridge.

C. C. Hockley, State Engineer
for Oregon.

Portland, Oregon, April 26, 1934.

The State Highway Commission met in regular session at 9.00 o'clock A. M. in the Auditorium of the Public Service Building. Present were:

Leslie M. Scott, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

* * * * * * * *

The Commission had under consideration, among other things, the matter of the call for, and consideration of, bids for the construction of a bridge over Coos Bay in Coos County, Oregon, and after the Chairman of the Commission announced the purpose of the meeting the Secretary of the Commission opened in the presence of the persons named above, and in the presence of Mr. C. C. Hockley, State Engineer for Oregon, Mr. J. F. Meager, and Mr. M. E. Reed, all representatives of the Public Works Administration, and Mr. W. H. Lynch, District Engineer, and Mr. T. M. Davis, Senior Highway Engineer, representatives of the Bureau of Public Roads, and publicly read the bids hereinafter enumerated, and after due consideration of all of said bids and all matters connected therewith, Commissioner Washburne offered and moved the adoption of the following resolution, which motion was seconded by Commissioner Aldrich, and being by the Chairman submitted to vote received the unanimous vote of all three Commissioners, and said motion was by the Chairman declared unanimously carried and said resolution thereby unanimously adopted, to wit:

WHEREAS, pursuant to a call for bids, notice of which was duly and regularly given by publication thereof in the following publications:

Pacific Builder & Engineer, Seattle, Washington
Engineering News Record, New York, New York
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon.
Daily Pacific Builder, San Francisco, California
Southwest Builder & Contractor, Los Angeles, California
Western Construction News, Los Angeles, California

for the construction of a bridge across Coos Bay in Coos County, there were received by the Commission and publicly opened and read on the 20th day of April, 1954, in the Auditorium of the Public Service Building, Portland, Oregon, the following bids:

Units "A", "C", and "D"

Northwest Roads Co., Portland	$ 1,589,430.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	1,625,966.00
Gilpin Constr. Co. & General Constr. Co., Portland	1,550,670.00

Units "C" and "D"

Northwest Roads Co., Portland	$ 1,127,256.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	1,236,089.60
Gilpin Constr. Co. & General Constr. Co., Portland	1,103,447.60

Unit "D" - South Approach Complete

	$
Northwest Roads Co., Portland	567,897.60
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	597,054.60
Teufel & Carlson, Seattle, Washington	527,523.10

Unit "C" - North Approach Complete

Northwest Roads Co., Portland	$	683,061.60
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.		701,230.00
Teufel & Carlson, Seattle, Washington		648,871.40

Unit "B"

Wallace Bridge & Structural Steel Co., Seattle, Wn.	$	790,160.00
Virginia Br. & Iron Co., Roanoke, Virginia		593,380.00
McClintic-Marshall Corp., San Francisco, California		606,868.00
Columbia Steel Co., Portland, Oregon		615,713.40
Moore Dry Dock Company, Oakland, California		625,981.00

Unit "A" - Piers 8 to 11

Northwest Roads Co., Portland, Oregon	$ 550,265.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	489,907.50
Gilpin Construction Co., Portland, Oregon	467,537.50
Teufel & Carlson, Seattle, Washington	460,300.00
Puget Construction Co., Seattle, Washington	477,335.00
Missouri Valley Bridge & Iron Co., Leavenworth, Kansas	548,568.50

and

WHEREAS, all of said bids were duly considered by the Commission and its engineers, and after being fully advised with respect to said matter it was and is the judgment of the Commission that the bid of the Northwest Roads Company of Portland, Oregon, for units "A", "C" and "D" in the sum of $1,599,458.00 was and is the lowest and best bid of all the bids received for said work, and that said bid should in the interest of the State be accepted and the contract for the construction of said units "A", "C" and "D" awarded to said bidder, and that the bid of the Virginia Bridge & Iron Company, Roanoke, Virginia, for unit "B" in the sum of $593,880.00 was and is the lowest and best bid of all of the bids received for said work, and that the said bid should in the interest of the State be accepted and the contract for the construction of unit "B" of said bridge be awarded to said bidder;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the State Highway Commission, all members being present and affirmatively voting, as follows:

1. That the bid of the Northwest Roads Company of Portland, Oregon, in the sum of $1,599,458.00 for the construction of units "A", "C" and "D" of the Coos Bay Bridge and the bid of the Virginia Bridge & Iron Company of Roanoke, Virginia, in the sum of $593,880.00 for the construction of unit "B" of said bridge over Coos Bay in Coos County, Oregon, be and said bids hereby

are accepted, subject to the conditions and limitations hereinafter set out.

2. That the acceptance of said bids and the award of contracts to said bidders is and are subject to the approval of the P. W. A. and subject, likewise, to the consummation of the loan agreement between the State Highway Commission and the Federal Government for a loan and grant with which to construct said bridge. It is specifically conditioned that should the State fail to procure said loan and grant then said bids shall be deemed rejected and said award of contract annulled and rescinded.

3. That R. H. Baldock, State Highway Engineer, Mr. C. B. McCullough, Bridge Engineer, and J. M. Devers, Attorney for the Commission, be and they hereby are instructed, authorized and directed to prepare the formal written agreement covering the construction of units "A", "C" and "D" of said Coos Bay Bridge, and the agreement covering the construction of unit "B" of the said Coos Bay Bridge, which agreements shall be prepared in harmony with specifications, plans and designs prepared by the Engineer and referred to in said call for bids. Said written agreements when prepared shall be submitted to the respective bidders herein named and to the Highway Commission for proper execution, if and when said loan agreement has been fully executed and the funds provided for therein have been made available to the State.

4. That the Secretary of the Commission be and he hereby is instructed to return to the other bidders their respective certified checks.

5. That this resolution be entered in the minutes of the Commission and a duly certified copy delivered to Mr. C. C. Hockley, State Engineer for Oregon, Public Works Administration, Portland, Oregon.

This is to certify that I, H. B. Glaisyer, am the duly appointed, qualified and acting Secretary of the State Highway Commission of Oregon, and that as such Secretary I have in my custody all of the records, papers and documents, minute entries, and other records and papers of said Commission; that the foregoing and attached resolution is a true and correct extract from the minutes and records of the Commission with respect to the opening, consideration, and disposition of bids received for the construction of the bridge over Coos Bay in Coos County; that I have compared the foregoing copy of resolution with the original as entered in the official minutes and records of the Highway Commission, and that said copy is a true and correct copy of the original minute entry and record as made by the Commission and of the whole thereof; that the seal impressed hereon is the official seal of the State Highway Commission of Oregon, and that I, as Secretary of said Commission, have authority to impress said seal on this certificate.

Dated this 9th day of June, A. D., 1934.

Secretary of the Oregon State
Highway Commission.

FORM 8-K-1 13032 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

May 26, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley: Subject: Coos Bay Bridge
Docket No. 1810

I acknowledge receipt of your letter of the fifteenth relative to Docket No. 1810, Coos Bay Bridge, and your approval of the awarding of the contract for the construction of said bridge, which award was made to the Northwest Roads Co., and the Virginia Bridge and Iron Company of Roanoke, Virginia.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. C. B. McCullough
Mr. R. H. Baldock

May 31, 1934.

Mr. Glaisyer:

Herewith agreement for extension of time on the part of the Virginia Bridge & Iron Company for Unit "B" Coos Bay Bridge. These are ready for execution by the State Highway Commission.

When they are executed, I would be glad if you would retain one copy for your files and send the rest back to this office.

C. B. McCullough

CBM:AP

Commission refused to sign this agreement.
HBG

[illegible] to the government
HBG

May 24, 1934

Mr. H. B. Glaisyer:

Herewith agreement for 90-day time extension on the part of the Northwest Roads Company for the Coos Bay Bridge. These are ready for execution by the Commission.

Please retain one copy for your files and return the balance to this office after they are executed. I will attend to sending out copies to the contractor.

C. B. McCullough

CBM:ID
Attached

Commission agreed to 90 day
these agreements,
properly executed [illegible] by
the agreement
HBG

14733 1500 4-34

SSIONERS
SCOTT, CHAIRMAN, PORTLAND
ASHBURNE, EUGENE
RICH, PENDLETON

GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 24, 1934.

Northwest Roads Co.,
Box 5072
Portland, Oregon

NOTED
State Highway Engineer

Gentlemen:

The special provisions for the Coos Bay Bridge upon which your company was low bidder for Units "A", "C" and "D", provides as follows:

> "9. (a) N.R.A. Materials. - So far as articles, materials, and supplies produced in the United States are concerned, only articles, materials, and supplies produced under codes of fair competition under Title I of the Act, or under the President's Reemployment Agreement, shall be used in the performance of this work, except when the government engineer certifies that this requirement is not in the public interest or that the consequent cost is unreasonable.
>
> "(b) Local Preference. - So far as practicable, and subject to the provisions of section (a) of this paragraph 9, preference shall also be given to the use of locally produced materials if such does not involve higher cost, inferior quality, or insufficient quantities, subject to the determination of the government engineer; but there shall be no requirement providing price differentials for or restricting the use of materials to, those produced within the nation or state."

Particular reference is made to the matter of locally produced materials mentioned under sub-section (b). In this connection, a committee representing the fabricators of reinforcing steel has requested that we call this paragraph to your attention with special reference to the purchase of this particular material. The purpose of this communication is to comply with this request, and to advise you that this clause will be interpreted to mean that reinforcing steel fabricated by an Oregon concern must be used on the Coos Bay Bridge unless your company can show that the purchase of material from this source involves higher cost, inferior quality or insufficient quantity.

Your attention is further called to the fact that any showing which you make as to the above fact must be subject to final determination and approval by the government engineer.

It is true that contract for this portion of the Coos Bay Bridge has not yet been awarded, and until such award is made you are undoubtedly not in position to make any contracts for materials nor to disclose any of your preliminary negotiations. This communication, however, is being sent to you in order that our position and that of the federal government may be made plain and you will therefore be in position to govern yourself accordingly if and when the award of contract for this portion of the Coos Bay Bridge to your firm has been approved by the State Engineer, P.W.A., and made effective by formal notice to your firm.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. C. C. Hockley
Mr. Leslie M. Scott
Mr. R. H. Baldock
Mr. J. M. Devers
Mercer Steel Co.,

FORM 8-K-1 19032 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

PWA-

May 24, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

I am inclosing herewith a certified copy of the minutes of the Commission showing the action and record of the Commission with respect to the bids received and the award made for the construction of the bridge over Coos Bay.

This letter is sent to you in duplicate and you may use the copy for your acknowledgment if such meets with your approval.

Yours very truly,

J. M. DEVERS

NOTED
State Highway Engineer

JMD:PW
Inc.
cc Mr. R. H. Baldock
Mr. C. B. McCullough

Endorsement:

Receipt is acknowledged of the above communication and the certified copies of the record and action of the Commission, and I hereby approve the award of the contract to the low bidders; namely, Northwest Roads Company of Portland for the construction of units "A", "C" and "D" and the Virginia Bridge & Iron Company of Roanoke, Virginia, for the construction of unit "B" of the Coos Bay Bridge.

C. C. Hockley, State Engineer
for Oregon

PMA

Mr Baldock
you wished to see
this ltr before
mailing.
HBG

, 1934

se

**Attention of Mr. H. C. Boone, Chairman
of Industrial Committee**

Gentlemen:

Reference is made to your letter of May 1 in which you solicit the aid of the State Highway Commission to the end that cement used in connection with the construction of the proposed bridge on the Oregon Coast Highway across Coos Bay/be shipped to the bridge site by water since the tonnage moved in this manner will be of assistance to you in your future requests for federal funds for the development of your harbor.

This matter had the attention of the State Highway Commission at its last meeting, and after full discussion I was instructed to inform you that the Commission is not in position to dictate to the contractor the means that he shall employ to deliver the cement or any other material that is to be used in the construction of this bridge, that being wholly a responsibility of the contractor. The Commission appreciates your desire to have this cement shipped by boat; however, under the circumstances it has decided that it will be to the best interest of all parties concerned if the contractor is given free hand to assemble his materials by means of his own choosing.

The action taken by the Commission in this matter is not new, but has been the established policy of all of the Commissions since the Highway Department was formed. The Commission regrets that it is unable to render you the assistance that you solicit.

Very truly yours,

Secretary

HBG:AJ

PMa

May 22, 1934

Marshfield Chamber of Commerce
Marshfield
Oregon

Attention of Mr. H. C. Boone, Chairman
of Industrial Committee

Gentlemen:

Reference is made to your letter of May 1 in which you solicit the aid of the State Highway Commission to the end that cement used in connection with the construction of the proposed bridge on the Oregon Coast Highway across Coos Bay be shipped to the bridge site by water since the tonnage moved in this manner will be of assistance to you in your future requests for federal funds for the development of your harbor.

This matter had the attention of the State Highway Commission at its last meeting, and after full discussion I was instructed to inform you that the Commission is not in position to dictate to the contractor the means that he shall employ to deliver the cement or any other material that is to be used in the construction of this bridge, that being wholly a responsibility of the contractor. The Commission appreciates your desire to have this cement shipped by boat; however, under the circumstances it has decided that it will be to the best interest of all parties concerned if the contractor is given free hand to assemble his materials by means of his own choosing.

The action taken by the Commission in this matter is not new, but has been the established policy of all of the Commissions since the Highway Department was formed. The Commission regrets that it is unable to render you the assistance that you solicit.

Very truly yours,

Secretary

HBG:AJ

/

PWA

May 21, 1934

Poole & McGonigle, Inc.
6330 N. E. Halsey Street
Portland, Oregon

Attention Charles McGonigle

Gentlemen:

Mr. Scott has asked me to reply to your communication of May 5 relative to the letting of the contract for Unit "B" of the Coos Bay bridge.

This was discussed with Mr. Hockley, the P.W.A. Engineer, and he advised the Commission that under the terms of their contract with the State, they would insist upon letting the contract to the lowest responsible bidder.

Very truly yours,

State Highway Engineer

RHB:HI

Mr. Baldock:

Please answer this letter, during my absence.

INC.

, ETC.

OREGON , May 5, 1934.

ENT UPON STRIKES, ACCIDENTS AND OTHER CAUSES BEYOND
UBJECT TO CHANGE WITHOUT NOTICE. ALSO SUBJECT TO THE
OVAL OF OUR TREASURER AS TO CREDIT.

l,

with reference
Bay Bridge.

the bids were
th Mr. Baldock
would be any
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also asked them
about sub-con-
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they did not bid

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and, we there-
going to be
ld not be let
bid; and, we
tract on a bid
that is not strictly in accordance with the specifications.

In the matter of fair dealing: The concern that you are letting this job to has used the Northwest as a dumping ground for a number of years, being able to do so on account of their low labor rate in the South. There is another point I think it would be well for you to know: We have not been able to secure work in the State of Washington for the past five years. They openly discriminate against us because we are from the State of Oregon. In fact, they have refused to let contracts to a contractor who secured his low bid on steel fabrication from the Pacific Iron Works. The Washington fabricators

POOLE & McGONIGLE, Inc.
ENGINEERS AND MANUFACTURERS
STRUCTURAL STEEL FOR BRIDGES, BUILDINGS, ETC.
BOLTS AND RIVETS OF ALL DESCRIPTIONS

TELEPHONE
TABOR 9111

OFFICE AND WORKS
6330 N. E. HALSEY STREET

PORTLAND, OREGON , May 5, 1934.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CAUSES BEYOND OUR CONTROL. PRICES SUBJECT TO CHANGE WITHOUT NOTICE. ALSO SUBJECT TO THE APPROVAL OF OUR TREASURER AS TO CREDIT.

Mr. Leslie M. Scott,
Chairman, Oregon State Highway Commission,
Portland, Oregon.

Dear Sir:

We have your letter of May 2nd with reference to the contract on Unit "B" of the Coos Bay Bridge.

On April 24th, two days before the bids were opened, Mr. Poole and myself consulted with Mr. Baldock and Mr. McCullough and we asked if there would be any concessions made in favor of local industry. They told us that they would very much like to do everything they could to keep this work in Oregon, but they were not in a position to make any concessions on account of the money being obtained from the P.W.A. We also asked them about strict adherence to specifications about sub-contracting and they advised us that the specifications would have to be followed to the letter. We discussed this clause with several general contractors we knew intending bidding on this part of the bridge and their interpretation was the same as ours and they did not bid on Unit B.

Most of the fabricators, including ourselves, on this work, desired to sub-let the erection of the work. We knew that we could not adhere to the specifications and sub-let the erection as it would run over twenty-five per cent of the total contract, and, we felt the same would be true of the others and, we therefore felt that if the specifications were going to be observed to the letter that this work would not be let on the first bid and we therefore did not bid; and, we feel that it is unfair to award this contract on a bid that is not strictly in accordance with the specifications.

In the matter of fair dealing: The concern that you are letting this job to has used the Northwest as a dumping ground for a number of years, being able to do so on account of their low labor rate in the South. There is another point I think it would be well for you to know: We have not been able to secure work in the State of Washington for the past five years. They openly discriminate against us because we are from the State of Oregon. In fact, they have refused to let contracts to a contractor who secured his low bid on steel fabrication from the Pacific Iron Works. The Washington fabricators bid in Oregon against local concerns on an equal basis. This fact is well known to your Engineers.

We are not in the habit of looking for concessions. We have a plant here and we have taken practically all private jobs in our line, in open competition, since the war.

On account of conditions as they exist today, we feel that it would be only fair to Oregon Labor, and Oregon Industry, to throw out all bids on Item "B" and re-advertise as it will not cost the State any more money and will not delay that part of the work.

The stand you are taking instead of favoring Oregon Industry is favoring cheap labor in the South, which makes it very hard to build up an industry in this territory. If you are so much in favor of helping Oregon Labor this is the time to do so by throwing out all these bids and calling them again.

The kernel of the whole thing is this: You know that you are within your rights to reject all bids. We guarantee that it will not cost the State any more money and your Engineers know that it will not delay completion of the bridge. You know it would be a very desirable thing to have this work done in Oregon at this time as one of the ideas of building these bridges is to create work in the localities where the structures are being built.

If we have a chance to bid this work on an equal basis with other bidders and interpret the specifications as they do we will have no complaint if we are beaten; but, we feel that we are being discriminated against in the stand you are taking.

Yours very truly,

POOLE & McGONIGLE, INC.,

By Charles McGonigle

PWA
Coos Bay Bridge

May 19, 1934.

Mr. R. H. Baldock

Herewith copy of letter from the Virginia Bridge & Iron Company over the signature of Mr. Storey. This is the statement which this company has furnished in response to our conference in your office. There is nothing to do with this letter except to file it, or send a copy to the Commission, if you see fit. The original is in my files, if you want it.

C.B.McCullough

CBM:AP
Attached

NOTED

VIRGINIA BRIDGE & IRON CO.

D. C. Storey
5225 Wilshire Blvd

General Office
Roanoke, Virginia

LOS ANGELES, CALIF.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir:

Referring to our recent conversations with you and Mr. McCullough regarding the matter of sub-contracting various items of work on unit "B" of the Coos Bay Bridge, we have given this matter considerable study and would like to take this means of expressing our position to you.

We recognize and are in full sympathy with your desire that Oregon labor be used in performance of this contract to the greatest practical extent, and, subject to such restrictions as materially effect the economical handling of the job, you may be assured of our cooperation to the end that the maximum amount of Oregon Labor and materials will be used.

As you know, the specifications limit the amount of sub-contracts to 25% of the contract price. For reasons previously explained to you, it is quite important to us that we sub-contract the erection of structural steel including necessary false work but not including field painting and we are convinced that this handling will be to the best interests of the State. Under any handling the labor employed in this work would be Oregon labor. We also feel it is necessary that the electrical work be sub-contracted and in this case also Oregon labor would be used. In placing any other sub-contracts up to the full 25% allowed by the specifications, we will give first consideration to the matter of using the maximum possible amount of Oregon labor and materials and we would like for you to feel that you can count on genuine cooperation from us to this end.

Yours very truly,

VIRGINIA BRIDGE AND IRON COMPANY

By D. C. Storey
D. C. Storey
Special Representative

cc Roanoke

FORM 5-E-1 14735 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

P M C

May 15, 1934.

Virginia Bridge & Iron Co.,
Roanoke, Virginia.

Attention Mr. John R. Parker
Treasurer

Gentlemen:

Receipt is acknowledged of your communication of May 7, in reference to the Coos Bay Bridge (Bridge No. 1823).

In answer to this inquiry, funds for the construction of this project are being provided by the federal government under a seventy per cent loan and thirty per cent grant. The loan will be executed through the purchase of special project revenue bonds issued by the state and sold in blocks to the federal government. It is our understanding that these bonds will be delivered in round number blocks, say, quarter million and half million blocks, to the federal reserve bank who will accept them and place to our credit in any one of its designated member banks, funds against which we may check for construction payments. The exact modus operandi has not been worked up but the above is in accordance with the terms of our contract with the government. Payments to the contractor will be made on monthly vouchers exactly the same as in the case of other work done by this department, and the only limitations as to time are those definitely set forth in the specifications.

The award of this contract is being temporarily held pending approval by the P.W.A., and it is of course understood that your time limit will be extended accordingly.

We have outlined hereinabove the procedure as we understand it at the present time. The exact method whereby we obtain federal funds may be somewhat modified, and as above stated, we have this to work out. We will be glad to notify you as to the exact procedure as soon as it is definitely worked out; however, I think you can be safely advised that we can not

NOTED
State Highway Engineer

modify any procedure in such manner as to effect the terms of your contract with us unless such modification is taken up with your company and agreed to before the contract is signed. In other words, the only limitations and stipulations whereby either your company or the state can be bound are those set forth in your contract with us.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. D. C. Storey
Los. Angeles Div. V.B.& I. CO.

cc Mr. Baldock ✓
Mr. Devers

May 7, 1934

Northwest Roads Company,
P. O. Box 8072,
Portland, Oregon.

Gentlemen:

This is to advise you that notwithstanding the fact that you were by the Highway Commission on the 26th day of April, 1934, awarded the contract for the construction of units "A", "C", and "D" of the bridge over Coos Bay on the Oregon Coast Highway near North Bend, such award was conditioned upon approval by the Public Works Administration.

The Public Works Administration will not approve the award until some matters of finance have been adjusted between the Highway Commission and the Federal government. Negotiations are under way as a result of which we expect that the Administration will approve said award. Until such approval is obtained you are not at liberty to make any preparation or incur any expense or indebtedness predicated upon the action of the Commission in making said award. In other words, until the contract has been approved by the Federal government and executed by all of the parties anything you may do or any expense or obligation you incur must be entirely on your own responsibility and without any liability whatsoever on the part of the State of Oregon, or its Highway Commission, officers, or employes.

The Commission is quite anxious to at the earliest possible date accomplish the completion and consummation of the proposed contract and will therefore put forth every effort to that end. As soon as these matters have been adjusted you will be advised.

Very respectfully yours,

State Highway Engineer

[illegible]:PW

pwa

May 7, 1934

Virginia Bridge & Iron Co.
Roanoke, Virginia

Gentlemen:

This is to advise you that notwithstanding the fact that you were by the Highway Commission on the twenty-sixth day of April, 1934, awarded the contract for the construction of Unit "B" of the bridge over Coos Bay on the Oregon Coast Highway near North Bend, such award was conditioned upon approval by the Public Works Administration.

The Public Works Administration will not approve the award until some matters of finance have been adjusted between the State Highway Commission and the Federal Government. Negotiations are under way as a result of which we expect that the Administration will approve said award. Until such approval is obtained you are not at liberty to make any preparation or incur any expense or indebtedness predicated upon the action of the Commission in making said award. In other words, until the contract has been approved by the Federal Government and executed by all of the parties, anything you may do or any expense or obligation you incur must be entirely on your own responsibility and without any liability whatsoever on the part of the State of Oregon or its Highway Commission, or officers, or employes.

The Commission is quite anxious to accomplish at the earliest possible date the completion and consummation of the proposed contract and will therefore put forth every effort to that end. As soon as these matters have been adjusted, you will be advised.

Very respectfully yours,

State Highway Engineer

[illegible]

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION (21).

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
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The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1934 MAY 4 AM 10 21

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

PR32 15 2 EXTRA=SANFRANCISCO CALIF 4 1003A

OREGON STATE HIGHWAY COMMISSION=
SALEM ORG=

NOTED
State Highway Engineer

PWA

WE WITHDRAW OUR PROTEST UNIT B COVERING CANTILEVER STEEL SPANS COOS BAY BRIDGE=

COLUMBIA STEEL COMPANY W A ROSS VICE PRESIDENT.

REFERRED
Copies to Com

(Copies made for Commissioners and Mr. Devers)

TELEGRAMS MAY BE TELEPHONED TO WESTERN UNION FROM ANY PRIVATE OR PAY-STATION TELEPHONE

---

as advised by our attorney and engineers, and by the local engineer of the P. W. A.

As for local fabrication in Oregon, of which your representative here has subsequently made a point, your bid disclosed no information as to proposed local sub-contracts. On its face your bid indicated that none of your work would be sub-contracted locally, and it was fair to assume that your fabricating would be done in Pennsylvania, or elsewhere, outside of Oregon. Therefore, on this score your bid was no more inviting than those of your two lower competitors, and on the score of price, was high.

So far as the Oregon State Highway Commission is concerned, the award to the low bidder, Virginia Bridge and Iron Company, will stand. Our rule is to accept low bids.

Yours truly,

6 copies made

Form 67 S. F. 12-33 20m

SAN FRANCISCO OFFICE

COPY of TELEGRAM

May 4, 1934

Oregon State Highway Commission
Salem Oregon

We withdraw our protest Unit B covering Cantilever Steel spans Coos Bay Bridge

Columbia Steel Company
W A Ross
Vice President

S/M
Prepaid
13 words

---

as advised by our attorney and engineers, and by the local engineer of the P. W. A.

As for local fabrication in Oregon, of which your representative here has subsequently made a point, your bid disclosed no information at to proposed local sub-contracts. On its face your bid indicated that none of your work would be sub-contracted locally, and it was fair to assume that your fabricating would be done in Pennsylvania, or elsewhere, outside of Oregon. Therefore, on this score your bid was no more inviting than those of your two lower competitors, and on the score of price, was high.

So far as the Oregon State Highway Commission is concerned, the award to the low bidder, Virginia Bridge and Iron Company, will stand. Our rule is to accept low bids.

Yours truly,

6 copies made

FORM S-L-1 6907 1M 12-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

May 3, 1934.

Columbia Steel Company,
Russ Building,
San Francisco, California.

Dear Sirs:

Your letter of April 30 is at hand, signed by Mr. W. A. Ross, Vice President, protesting the steel award made by this Commission to the Virginia Bridge and Iron Company, on April 26, for construction of the Coos Bay bridge.

The Virginia company was the low bidder. Regulations of the P. W. A. No. 3, say: "Award to the lowest responsible bidder shall be made promptly after the opening of bids;" and, No. 9, b: "There shall be no requirement providing price differentials for, or restricting the use of materials to, those produced within the nation or state."

The commission had no choice but to award to the low bidder, under P. W. A. regulations and Oregon laws. Award to your company would have invited litigation and delay, and higher cost. The P. W. A. engineer in Oregon, whose approval is necessary, is not at liberty to authorise award to other than the low bidder and will not permit reconsideration of the award.

The low bidder will be held to the 25% restriction as to sub-letting and the commission so stated publicly on announcing the award. There was and is and will be no waiving of that specification. There was no irregularity in the specifications or the award. We are so advised by our attorney and engineers, and by the local engineer of the P. W. A.

As for local fabrication in Oregon, of which your representative here has subsequently made a point, your bid disclosed no information at to proposed local sub-contracts. On its face your bid indicated that none of your work would be sub-contracted locally, and it was fair to assume that your fabricating would be done in Pennsylvania, or elsewhere, outside of Oregon. Therefore, on this score your bid was no more inviting than those of your two lower competitors, and on the score of price, was high.

So far as the Oregon State Highway Commission is concerned, the award to the low bidder, Virginia Bridge and Iron Company, will stand. Our rule is to accept low bids.

Yours truly,

6 copies made

Columbia Steel Company
Subsidiary of United States Steel Corporation
General Offices: Russ Building
San Francisco

William A. Ross
Vice President and
General Manager of Sales

MAY 2 - 193 April 30, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen: IN RE: COOS BAY BRIDGE BIDS

As a bidder on Unit "B"-Cantilever Steel Span Complete (items 10 to 14, inclusive) covered by your Proposal for State Highway Bridge on the Oregon Coast Highway in Coos County over Coos Bay near North Bend, bridge No. 1823, we protest the award of said Unit B to the Virginia Bridge and Iron Company or to McClintic-Marshall Corporation on the ground that the respective bids of said companies were not submitted in conformity with your proposal as hereinafter set forth.

The bridge above mentioned is financed in part by loans or grants from the P.W.A. and consequently the last paragraph of that part of your proposal headed "Federal Requirements Pertaining to Employment of Labor, Subcontracting, use of Domestic Materials, etc." is applicable. That paragraph reads as follows:

> "Bidder Shall Submit Copies of Subcontract Bids:
>
> Every contractor who bids upon a project financed in whole or in part by loans or grants from the P.W.A. shall submit in a sealed envelope with his bid to the contracting authority the name of all subcontractors and their bids upon which his bid is based. The sealed envelope so submitted shall have on it the name of the contractor with the words thereon 'Bids for Subcontractors'. Such submission shall be deemed to constitute an acceptance by the contractor, if awarded the contract, of the bid of each subcontractor. Any alternation therein, after the award of the contract, shall be subject to the approval of the P.W.A. engineer."

In your proposal under the heading "State Requirements Pertaining to Employment of Labor, Subcontracting, etc." appears the following:

> " The contractor will be permitted to enter into a limited number of subcontracts for the performance of work to be done under this contract, provided the following conditions are complied with:

R. H. BALDOCK

Columbia Steel Company
SUBSIDIARY OF UNITED STATES STEEL CORPORATION
San Francisco

April 30, 1934

Oregon State Highway Commission - #2

> 1. The total amount of work subcontracted shall not be more than twenty-five (25) per cent of the total amount of work included in the contract. . ."

We understand that there was submitted with the bids of the Virginia Bridge and Iron Company and the McClintic-Marshall Corporation the bids of subcontractors for the work above mentioned to the extent of more than twenty-five per cent of the work. It follows that if the contract is awarded to either of the named bidders, the award will have the effect of an acceptance by the successful bidder of the subcontractors' bids submitted with the successful bid.

As the proposal limits the amount of work subcontracted to twenty-five per cent of the total amount of work included in the contract, the submitted bids do not conform to the proposal and should be excluded from consideration.

As our bid complies in every respect with the terms of the proposal, we submit that the contract should be awarded to ourselves.

Very truly yours,

COLUMBIA STEEL COMPANY

By: W A Ross
Vice President

FORM 9-L-1 6807 1M 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

6 copies made 5/4/34

May 2, 1934.

Poole & McGonigle, Inc.,
6330 N. E. Halsey Street,
Portland, Oregon.

Dear Sirs:

Reference is made to your communication of May 1st, concerning the award of contract for Unit B (structural steel work) for the Coos Bay bridge, said letter being directed to George L. Baker, Manager of the Oregon Manufacturers Association.

In answering your inquiry it is my desire to discuss the matter in its two distinct and separate phases, to wit: (1) the legality and regularity of the commission's award to Virginia Bridge & Iron Company; and (2), the effect of this award on Oregon products and Oregon labor.

In reference to the first phase, to wit, the legality of the Commission's action, permit me to advise that this matter has been very carefully considered by the Commission's attorney. It is his opinion that the provision in the specifications which limits the total amount of work sub-contracted to 25% cannot be construed as precluding the bidder fromsubmitting with his bid as many proposed sub-contracts as he may deem to his interest. The bidder is, of course, presumed to have read and understood the specifications. He is, therefore, presumed to understand -- and doubtless does understand -- that only those particular sub-contracts which are approved by the Commission's Engineer and do not exceed the 25% limitation, will be accepted and made operative.

The specifications provide that those sub-contracts actually approved and made operative shall -

(a) Not exceed 25% of the total contract price;

(b) Be with parties who are responsible and competent;

(c) Be fair and equitable;

(d) Meet certain other requirements definitely mentioned therein.

Obviously the above matters cannot be determined in advance. Many times questions of this character require weeks of investigation.

The sub-contract figures upon which the bidder bases his bid are declared by the specifications to be binding upon him. Obviously, however, they cannot be construed as binding the Commission, otherwise the Commission would be forced to accept bids involving sub-contractors who are not qualified or else hold all bids until all sub-contracts could be thoroughly investigated. Such procedure would consume days, perhaps weeks, of time, and is obviously not contemplated in the established procedure. Sub-contract bids of this character, therefore, can only be construed as binding in the event that such bids are approved by the Commission's Engineer, and meet all of the various requirements set forth in the specifications.

The fact that the 25% limitation can only be applied to approved and operative sub-contracts receives further support in the fact that such sub-contract bids are required to be filed in a sealed envelope, and nothing in the procedure contemplates that it is mandatory that they be opened at the time of the award. They are, in fact, simply a sealed preliminary disclosure filed by the bidder for one purpose, and one purpose only, to wit, that of detecting any attempt later on to chisel or shop for more favorable sub-contract bids.

In view of the foregoing, there appears to be no legal basis for holding the bid of Virginia Bridge & Iron irregular, and were the commission to reject this bid it might be faced with litigation which would operate to tie up the entire project, perhaps for months, thus depriving many men of employment during this period of acute need.

So much for the legality and regularity of the Commission's award. Now with reference to its effect upon local labor and upon local industry.

The next low bid submitted was that of McClintock Marshall Company, whose plant is in Pennsylvania. The third low bid is that of the Columbia Steel Works, whose principal plant is also located in Pennsylvania. Obviously no particular

TT, CHAIRMAN, PORTLAND
S. WASHBURNE, EUGENE
B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

advantage accrues to Oregon industry or Oregon labor by switching the locale of fabrication from Virginia or Tennessee to Pennsylvania. One of the bidders now states that he will sub-contract a portion of the work to an Oregon industry. Permit me to call attention, however, to the fact that no disclosure to this effect appears in his bid. On the face of it his bid is that of a Western representative of an Eastern fabricating agency. The second bidder or the third bidder or any bidder can agree at this or a subsequent time to parcel out a portion of the work in Oregon. However, such an offer can also be made by the first bidder. In this connection, the regulations of the Public Works Administration, under whose direction these funds are expended, prohibit any price differential or preference in favor of the products or industries of any state to the prejudice or detriment of those of the other states. Further, Mr. C. C. Hockley, State Engineer of the P. W. A., has definitely advised us that he will not concur in the award to other than the low bidder.

The only fabricating firm in Oregon equipped to handle this work did not bid. The Commission, however, fails to see how its present interpretation of the specifications can be construed as detrimental to this firm in any way. They had every right to bid and to bid on exactly the same basis as did the low bidder. The low bidder offered a sub-contract in excess of 25%, which will either be rejected entirely or returned to the bidder for modification in such manner as to make it conform with specification requirements. This Oregon firm which did not bid had every right to proceed in exactly the same manner. Had they submitted a bid including the same sub-contract bid it would have been treated in exactly the same way.

The Commission will, as in the past, do all in its power to favor the use of Oregon labor and materials. However, the Commission, in awarding contracts, must be governed by state laws and the P. W. A. regulations.

Yours truly,

Chairman.

FORM 5-L-1 6607 1M 12-32

COMMISSIONERS
~~LESLIE~~ M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

May 2, 1934.

Mr. George L. Baker, Manager,
Oregon Manufacturers Association,
Oregon Building,
Portland, Oregon.

6 [illegible] 5/4/

Dear Sir:

I acknowledge receipt of and have carefully read your letter of May 1, also the copy of the letter of Poole and McGonigle to you, both of which letters questioned the action of the Highway Commission with respect to the award of a contract for the construction of the Coos Bay bridge.

It appears that the purpose of the two letters is to favor Oregon industry and Oregon labor. With this purpose, the Oregon State Highway Commission is in accord.

The Highway Commission has, with respect to the funds involved, a dual responsibility: one to the public, as trustees of public funds, and the other to local men and local industries. The Commission did not forget either of these obligations when it considered bids offered for the construction of the Coos Bay bridge.

The controversy involves some of the specifications governing the submission of bids for the construction of the bridge. The specifications did not require that any of the work be done by sub-contracting, but the specifications did provide that if the bidder based his bid on a sub-contract bid he must file in a sealed envelope with the Commission the name of the sub-bidder and the amount or price involved in the sub-bid. The specification also advised the bidder that he could not sub-contract more than 25% of the total amount of the work involved in the contract. All of these specifications had the approval of the PWA.

When the bids were opened the three lowest bids were these:

1.	Virginia Bridge and Iron Company	$593,000
2.	McClintock and Marshall Corporation	605,858
3.	Columbia Steel Company	615,713

The Virginia Bridge and Iron Works' bid was the lowest bid. The bid of that company disclosed information with respect to proposed sub-contracts. So did the bid of McClintock and Marshall Corporation, but the Columbia Steel Company gave no such information. In other words, the Columbia Steel Company's bid indicated on its face that, if awarded the job, no part of the work would be sub-contracted locally, because the principal fabricating plant of this company is located at Ambridge, Pennsylvania.

So far as any of the bids disclosed, no preference was given to Oregon industries or Oregon involved in steel fabrication or otherwise. The Commission, following its established policy and practice, selected the low bid, which bid the Commission's attorney advised was a regular and qualified bid, and the Commission therefore awarded to such bidder the contract, Such award was required by the P. W. A. regulations, which are explicit, and was approved By Mr. C. C. Hockley, local engineer of the P. W. A.

Subsequent to the making of the award the Columbia Steel Company and Poole and McGinigle challenged the action of the Commission, claiming that the bid of the Virginia Bridge and Iron Company was irregular because such bid proposed to sublet more than 25 per cent of the work covered by the contract. In this connection it should be observed that the Commission, when making the award, publicly announced that the specifications governing subletting would be enforced against the successful bidders.

Were the Commission to yield to the demand of the Columbia Steel Company and rescind its award and accept the bid of the Columbia Steel Company, which is not low but is $22, 00 higher than the low bid, the Commission would face litigation, delay and expense, with no definite or positive assurance that Oregon industries or Oregon labor would in any way benefit thereby, and also would fail to obtain the approval of the P. W. A.

Were the Commission to rescind its award, reject all bids and re-advertise, it would again face litigation and delay, with no assurance again that as favorable a bid could be had, and with no assurance that Oregon industry and Oregon labor would in any way benefit as a result.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

Furthermore, we have been definitely informed by the P. W. A. that they will concur in the award to the low bidder and no other.

The Commission cannot, in the interest of unemployed men living in the vicinities where the bridges are to be constructed, from which places labor must first be selected, postpone the letting of contracts, anticipating either more favorable bids or awaiting the completion of some uncompleted code.

There may have been some misunderstanding and some hesitancy so far as some bidders were concerned, but all bidders were furnished the same information, all received the same consideration, and regardless of how anxious the Commission is to serve and promote Oregon industries and Oregon labor, it can find no valid justification for yielding to the demands now made by unsuccessful bidders.

The Oregon State Highway Commission endeavors to favor Oregon materials and Oregon labor in the construction of highways and bridges.

Yours truly,

1-1-1

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

JULIUS L. MEIER
GOVERNOR

Portland, Oregon, May 1, 1934.

State Highway Commission,
Salem, Oregon.

Copies to Commissioners 5/4/34

Gentlemen:

I am advised that you have recently awarded a contract affecting the construction of the proposed Coos Bay Bridge to a bidder whose bid, while low in aggregate, failed to comply with your specifications concerning sub-contracting. As a result, Oregon workmen and enterprises will suffer; and this at a time when the unemployment situation calls for every effort if we are to keep our citizens from actual want during the coming months.

Whether or not the advice of your attorney, on which you have presumably acted, is sound in law I shall not attempt to discuss. I may state, however, that as a question of plain common-sense interpretation, I cannot see why one part of the specifications - namely, the requirement that no contractor may sub-contract more than twenty-five per cent of his contract - should be disregarded, while other parts must be strictly adhered to. Admittedly the bidder to whom you have made the award proposed to sub-contract more than the permitted percentage. I cannot see how such a bid can be said to conform to your specifications.

In any event, I am strongly impressed with the feeling that any doubts or technicalities should be resolved in favor of, and not against, such bidders as will help to swell Oregon payrolls. If any of the bids received by you in this connection do conform to your specifications, and permit as much of this work to be done in Oregon as possible, it would give me great satisfaction, on behalf of the people of Oregon, to see them given consideration.

Fundamentally, I have always been a strong advocate, and still am, of Oregon products and Oregon manufacture, and it seems poor judgment at this time on the part of any public body charged with the duty of spending the taxpayers money, to disregard any prospect of improving the business situation in Oregon where it is feasible to do so.

Yours very truly,

Julius L. Meier

Governor.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

Copies to Commissioners 5/4/34

May 2, 1934.

Hon. Julius L. Meier,
Governor of the State of Oregon,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of May 1st, relating to the award of the steel work on the proposed Coos Bay bridge. The State Highway Commission is in full accord with your wishes, to give as much employment as possible to Oregon labor. When the bids were opened none of the bidders specified that the steel members of the proposed bridge would be fabricated in Oregon, notwithstanding the fact that all had this opportunity.

The P. W. A. regulations do not permit award to other than the lowest responsible bidder. With reference to the use of local products, I quote as follows:

> " * * Preference shall also be given to the use of locally produced materials if such does not involve higher cost, inferior quality, or insufficient quantities, subject to the determination of the Government engineer; but there shall be no requirement providing price differentials for, or restricting the use of materials to, those produced within the Nation or State."

The State Engineer of the P. W. A., Mr. C. C. Hockley, advises that he will insist upon full compliance with these regulations and will not concur in award to other than the low bidder, even should the State Highway Commission offer to pay the additional cost.

The Columbia Bridge Company, the third bidder, objects to the award on the basis of the alleged irregularity in conformance with the specifications on the part of the two low bidders. This Commission carefully considered the matter before the award was made. The proposals stated that the contractors who based their bids on sub-contracting must submit the sub-contractors' bids in a sealed envelope. The contract further provided that not over 25% of the work could be sub-contracted, and that each of the sub-contracts must be approved by the

Engineer. Subject to above clauses the sub-contracts are binding upon the general contractor. In passing upon each sub-contract, the Engineer, of course, would base his decision on the qualifications of the sub-contractor to perform this particular work, his past record, and his financial ability to pay his labor and material bills.

The attorney ruled that the submission by the contractor of sub-contractors' bids totaling more than 25% would not conflict with the provision that the contractor could not sub-contract for more than 25%. This opinion was concurred in by Mr. Hockley. The attorney and Mr. Hockley further stated that the Commission could not approve the sub-contracting of more than 25% of the work and that each sub-contract must be approved by the State Highway Engineer.

Inasmuch as there was nothing to indicate that any preference would be given to Oregon labor by the bidders in the fabrication of the steel, and after due consideration of the entire matter, the Commission acted upon the advice of its attorney and Mr. Hockley and made the award to the low bidder, the Virginia Bridge and Iron Company. This bid was $22,000 below the bid of the Columbia Steel Company. This Commission does not see that there have been any later developments which would cause it to rescind this action.

The first regulation of the P. W. A. requires: "Award to the lowest responsible bidder shall be made promptly after the opening of bids.

The State Highway Commission will continue to do everything in its power to require contractors to use Oregon labor and materials wherever possible.

Yours truly,

COPY FOR MR.
From H. B. Glaisyer, Secretary

MARSHFIELD CHAMBER OF COMMERCE

Marshfield, Oregon

May 1, 1934

Oregon State Highway Commission
Salem, Oregon

Attention of Mr. H. B. Glaisyer, Secretary

Gentlemen:

At the recent letting of the bridge contract for Coos Bay, we note that you specified Oregon cement being used. We are a little differently situated than most places in Oregon in that we depend upon water transportation for considerable freight. In specifying that Oregon cement be used in this bridge it would eliminate the water traffic into our port on this product.

In getting appropriations from the federal government for harbor improvements, tonnage into our harbor is one of the methods used to determine whether or not these improvements are needed. We are, therefore, very anxious to get as much water transportation as possible into our harbor that we may have tonnage on which to base our future requests for assistance from the federal government in developing our harbor.

A ton of cement coming into Marshfield via water would show that out of the freight rate received by the steamship company that 65 cents would be paid out for handling from boat to dock, 50 cents would be paid to the dock for wharfage and usually some truck gets from 75 cents to $1.00 additional above the boat rate for hauling cement from dock to job. In addition to this our allotment for the harbor is based on tonnage in and out, so when cement is shipped by rail into Marshfield it reflects back in the amount of tonnage handled.

We are in accord with your recommendation that Oregon products be used as we manufacture considerable lumber products in this territory which we would like to have used in other parts of Oregon than our own but if everything is just equal in the cement to be used in this bridge we would much prefer that it be shipped by water as our community is in need of revenues which we could derive from the handling of this product over our docks as much as our other Oregon localities who manufacture this product.

Very truly yours,

MARSHFIELD CHAMBER OF COMMERCE

H. C. Boone
Chairman, Industrial Committee

OREGON MANUFACTURERS ASSOCIATION

OREGON QUALITY PRODUCTS PACIFIC NORTHWEST

ATWATER 7559-7550
OREGON BUILDING
PORTLAND, OREGON

May 1st 1934.

M 6 copies made 5/5/34

Mr. Leslie M. Scott,
General Chairman,
State Highway Commission,
Yeon Building,
Portland, Oregon.

Dear Mr. Scott:

I am inclosing copy of a letter addressed to the Oregon Manufacturers Association by Poole & McGonigle, which is self-explanatory:

You will note that Poole & McGonigle claim that the specifications for the Coos Bay bridge under subcontraction reads:

> "The total amount of work subcontracted shall not be more than twenty-five per cent of the total amount of work included in the contract"

They also claim that:

> "The total amount of the bid of the Virginia Bridge & Iron Works included a contract for erection which is more than twenty-five per cent of the contract and is a violation of the specifications which makes their bid irregular."

In fact their entire letter, if correct, paragraph by paragraph, presents the case clearly. You will note that the Fabricators Code is apparently not in effect, which gives the Virginia Bridge & Iron Company the benefit of a 38% lower wage and a $6.00 per ton better freight rate.

You will also note that Poole & McGonigle claim that during the winter months they will be able to give employment to 300 men who are residing in the State of Oregon.

OFFICERS
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First Vice-President
W. R. LAKE
Mail-Well Envelope Co.
Second Vice-President
RUSSELL H. BAYLY
Bayly-Underhill Co.
Secretary
CHAS. E. CASSEL
Bergmann Shoe Mnfg. Co.

DIRECTORS
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Commercial Iron Works
CHAS. H. CARTER
Portland Woolen Mills
F. J. GILBRAITH
Salem Linen Mills
B. P. JOHN
B. P. John Furniture
IRVING T. RAU
St. Helens Pulp & Paper Co.
LIEF UNDERDAHL
American Hecolite Corp.
J. H. GILBAUGH
Portland Chemical Co. and Portland Casket Co.
W. A. PRIER
Oregon Brass Works

MANAGER
GEORGE L. BAKER

OREGON MANUFACTURERS ASSOCIATION
OREGON QUALITY PRODUCTS PACIFIC NORTHWEST
ATWATER 7559-7550
OREGON BUILDING
PORTLAND, OREGON

-2-

I feel certain that you are interested in keeping all of the payroll money that you can in the State, thereby benefiting Oregon labor and industries. The Oregon manufacturers pay their taxes in the State of Oregon and we feel that they are entitled to reasonable and fair consideration. You will note in the letter of Poole & McGonigle that if the bids are rejected it will cause no delay. If the bid of the Virginia Bridge & Iron Company is irregular, would it not be fair to our Oregon industries to give them all of the benefits possible?

I would appreciate your very careful consideration of this matter.

Respectfully yours,

OREGON MANUFACTURERS ASSOCIATION

Geo. L. Baker

GLB:T

George L. Baker - Manager.

OFFICERS
President
PAUL HIRSH
Sperry Flour Company
First Vice-President
W. R. LAKE
Mail-Well Envelope Co.
Second Vice-President
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Bayly-Underhill Co.
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American Hecolite Corp.
J. H. GILBAUGH
Portland Chemical Co. and
Portland Casket Co.
W. A. PRIER
Oregon Brass Works

MANAGER
GEORGE L. BAKER

POOLE AND MCGONIGLE INC

Portland, Oregon.
May 1, 1934.

Honorable George L. Baker,
Oregon Manufacturers Association,
Portland, Oregon.

6 copies made 5/5/34

Dear Sir:

Last Thursday, April 26th, the State Highway Commission took figures on the Coos Bay Bridge. Item "B" was for the fabrication and Erection of the Structural steel. The low bid was submitted by the Virginia Bridge & Iron Company, Roanoke, Va.

The Specifications for the Coos Bay Bridge, under Subcontracting read:

"1. The total amount of work subcontracted shall not be more than twenty-five per cent of the total amount of work included in the contract."

The total amount of the bid of the Virginia Bridge & Iron Works included a contract for erection which is more than twenty-five per cent of the contract and is a violation of the specifications which makes their bid irregular.

Before these bids were opened we took the matter up with the State Engineers and they told us that the specifications had to be strictly adhered to. We, therefore, did not bid because we could not comply with the specifications and sub-let the erection. This bid should not be accepted because it is irregular.

If these bids are rejected it will cause no delay because the steel will not be needed until 1935 and that is twice as much time as needed to complete the fabrication.

Rejection of Item "B" need not effect the letting of other items of this contract which are the greatest part of it.

On account of the Fabricators Code not being approved the Virginia Iron is using the Northwest as a dumping ground as they have thirty-eight per cent lower wages and $6.00 per ton better freight on this bridge which they could not use in this territory if our code was in effect.

If this work was kept in Portland it would mean employment for three hundred men during the winter months. If these bids are rejected it will not add any extra expense to the State, or cause any delay in completion.

We have reliable information from the East that the big companies are holding our code up until after this work has been let.

Yours very truly,

POOLE & MCGONIGLE INC.

By Charles McGonigle.

COPY

OREGON MANUFACTURERS ASSOCIATION

ATWATER 7559-7550
OREGON BUILDING
PORTLAND, OREGON

RECEIVED

[illegible]

May 1, 1934.

Mr. R. H. Baldock, State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

I am inclosing herewith a copy of a letter from Poole & McGonigle, which is self-explanatory. Would it be asking too much of you to give the Oregon Manufacturers Association your view point on the Claim of this Oregon Industry?

We have this day written a letter to Mr. Leslie M. Scott, Chairman of the State Highway Commission, asking for his consideration of their claim. As we feel that he will have the benefit of your advise, we have made our argument to him. We are very anxious to keep this pay roll money in the State of Oregon, where we feel it rightfully belongs.

I trust that you will read the inclosed letter carefully and advise us if they have stated the facts clearly. Anything that you can do to assist us in keeping this contract within the State of Oregon will be greatly appreciated.

Cordially yours,

OREGON MANUFACTURERS ASSOCIATION

Geo L Baker

George L. Baker - Manager

GLB:VEC

OFFICERS
President
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Sperry Flour Company
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American Hecolite Corp.
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Portland Chemical Co. and Portland Casket Co.
W. A. PRIER
Oregon Brass Works

MANAGER
GEORGE L. BAKER

POOLE AND MCGONIGLE INC

Portland, Oregon.
May 1, 1934.

Honorable George L. Baker,
Oregon Manufacturers Association,
Portland, Oregon.

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The total amount of the bid of the Virginia Bridge & Iron Works included a contract for erection which is more than twenty-five per cent of the contract and is a violation of the specifications which makes their bid irregular.

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If this work was kept in Portland it would mean employment for three hundred men during the winter months. If these bids are rejected it will not add any extra expense to the State, or cause any delay in completion.

We have reliable information from the East that the big companies are holding our code up until after this work has been let.

Yours very truly,

POOLE & McGONIGLE INC.

By Charles McGonigle.

C O P Y

100M 8-33

D OFFICE
Y

State Highway Engineer

April 30, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen: **IN RE: COOS BAY BRIDGE BIDS**

As a bidder on Unit "B"-Cantilever Steel Span Complete (items 10 to 14, inclusive) covered by your Proposal for State Highway Bridge on the Oregon Coast Highway in Coos County over Coos Bay near North Bend, bridge No. 1823, we protest the award of said Unit B to the Virginia Bridge and Iron Company or to McClintic-Marshall Corporation on the ground that the respective bids of said companies were not submitted in conformity with your proposal as hereinafter set forth.

The bridge above mentioned is financed in part by loans or grants from the P.W.A. and consequently the last paragraph of that part of your proposal headed "Federal Requirements Pertaining to Employment of Labor, Subcontracting, use of Domestic Materials, etc." is applicable. That paragraph reads as follows:

> "Bidder Shall Submit Copies of Subcontract Bids:
>
> Every contractor who bids upon a project financed in whole or in part by loans or grants from the P.W.A. shall submit in a sealed envelope with his bid to the contracting authority the name of all subcontractors and their bids upon which his bid is based. The sealed envelope so submitted shall have on it the name of the contractor with the words thereon 'Bids for Subcontractors'. Such submission shall be deemed to constitute an acceptance by the contractor, if awarded the contract, of the bid of each subcontractor. Any alternation therein, after the award of the contract, shall be subject to the approval of the P.W.A. engineer."

In your proposal under the heading "State Requirements Pertaining to Employment of Labor, Subcontracting, etc." appears the following:

> " The contractor will be permitted to enter into a limited number of subcontracts for the performance of work to be done under this contract, provided the following conditions are complied with:

100M 6-33

SAN FRANCISCO OFFICE

COPY

Columbia Steel Company

April 30, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen: IN RE: COOS BAY BRIDGE BIDS

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In your proposal under the heading "State Requirements Pertaining to Employment of Labor, Subcontracting, etc." appears the following:

> " The contractor will be permitted to enter into a limited number of subcontracts for the performance of work to be done under this contract, provided the following conditions are complied with:

100M 8-33

SAN FRANCISCO OFFICE

COPY

Columbia Steel Company

April 30, 1934

Oregon State Highway Commission - #2

1. The total amount of work subcontracted shall not be more than twenty-five (25) per cent of the total amount of work included in the contract. * *"

We understand that there was submitted with the bids of the Virginia Bridge and Iron Company and the McClintic-Marshall Corporation the bids of subcontractors for the work above mentioned to the extent of more than twenty-five per cent of the work. It follows that if the contract is awarded to either of the named bidders, the award will have the effect of an acceptance by the successful bidder of the subcontractors' bids submitted with the successful bid.

As the proposal limits the amount of work subcontracted to twenty-five per cent of the total amount of work included in the contract, the submitted bids do not conform to the proposal and should be excluded from consideration.

As our bid complies in every respect with the terms of the proposal, we submit that the contract should be awarded to ourselves.

Very truly yours,

COLUMBIA STEEL COMPANY

By: W A Ross.
Vice President

Construction
Bridges Coast Hwy
Contractors

Coos Bay

111-5

April 28, 1934

Mr. Edgar McDaniel, Editor
Coos Bay Harbor
North Bend, Oregon

Dear Mr. McDaniel:

I have just returned from the meeting of the State Highway Commission and find on my desk your letter requesting telegraphic information concerning the names of the successful bidders for the Coos Bay Bridge. I regret that I did not receive your letter in time to wire the information so that you could have published it last Thursday.

Due to the fact that your paper will not go to press again until next Thursday, I am not telegraphing the information but am enclosing a mimeographed copy of the bid tabulation for your use.

You will note that the Commission has awarded Unit "B" to Virginia Bridge & Iron Company, Roanoke, Virginia, and Units "A", "C" and "D" of the contract to Northwest Roads Company, Portland, SUBJECT TO APPROVAL BY THE STATE ENGINEER FOR OREGON, PUBLIC WORKS ADMINISTRATION.

Very truly yours,

Secretary

HBG:AJ

COOS BAY HARBOR

A MORAL, FAMILY NEWSPAPER

EDGAR MCDANIEL

NORTH BEND, OREGON

April 24, 1934

Mr. H.B.Glaisyer,Secretary
State Highway Commission,
Salem,Oregon

Dear Mr.Glaisyer :

After writing Mr.Devers the enclosed letter the thought occurred that he possibly might not be in Salem and could not give me the information.

Will you, in the event Mr.Devers is not there, take care of it for me? I wrote Mr.Devers because he happens to be the member of your organization I happen to be acquainted with, but assure you I shall appreciate your kind favors.

Yours very truly

Edgar McDaniel

April 24,1934

Mr.J.M.Devers
State Highway Commission
Salem,Oregon

Dear Mr.Devers :

Will you please send results of awarding of bids for the construction of the Coos Bay bridge just as soon as possible following the completion of the transaction ? Thursday is my publication day and I desire to make a special showing by giving the readers all the information available.

Please file Western Union press rate collect, and use as many words as you may see fit.

Am particularly anxious to have the names of the contractors and the sections of the work awarded, together with the names of those next lowest.

I hope this won't inconveniense you and assure you it will be a very great favor to me.

Yours very truly,

Piwa

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

1934 APR 28 PM 4 33

PR 68 64 NL- SANFRANCISCO CALIF 28

Paddock

HIGHWAY COMMISSION
STATE OF OREGON SALEM OREG

WE PROTEST AWARD OF ITEM B CANTILEVER STEEL SPAN COMPLETE ON COOSBAY BRIDGE NUMBER EIGHTEEN TWENTY THREE FOR WHICH BIDS WERE RECEIVED APRIL TWENTY SIXTH TO ANY FIRM WHO HAS SUBMITTED WITH ITS BID SUBCONTRACTS AMOUNTING TO MORE THAN TWENTY FIVE PERCENT OF CONTRACT PRICE WHICH WAS THE LIMIT ALLOWED IN THE SPECIFICATIONS STOP FORMAL PROTEST WILL BE MAILED TO YOU MONDAY APRIL THIRTIETH

COLUMBIA STEEL COMPANY W A ROSS V PRES.

FORM 8-A-1 18749 15M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Coos Bay

April 28, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Your letter of April 27th., received concerning Bolon Island inspection. If convenient for you I can meet you at Drain or Gardiner Wednesday morning, May 2nd. I will have an extension auger available for test borings. It might be well to have Mr. Paxson along. If this date does not fit in with your plans I will go any day after that, which you name.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AEF

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION (28)

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1934 APR 28 PM 4 33

MINUTES IN TRANSIT

FULL-RATE	DAY LETTER

PR68 64 NL=SANFRANCISCO CALIF 28

HIGHWAY COMMISSION=
STATE OF OREGON SALEM ORG=

WE PROTEST AWARD OF ITEM B CANTILEVER STEEL SPAN COMPLETE ON COOSBAY BRIDGE NUMBER EIGHTEEN TWENTY THREE FOR WHICH BIDS WERE RECEIVED APRIL TWENTY SIXTH TO ANY FIRM WHO HAS SUBMITTED WITH ITS BID SUBCONTRACTS AMOUNTING TO MORE THAN TWENTY FIVE PERCENT OF CONTRACT PRICE WHICH WAS THE LIMIT ALLOWED IN THE SPECIFICATIONS STOP FORMAL PROTEST WILL BE MAILED TO YOU MONDAY ARIL THIRTIETH=

COLUMBIA STEEL COMPANY W A ROSS V PRES. 4 =

copies to commissioners, Baldock, Devers, McCullough 4/30/34

TELEGRAMS MAY BE TELEPHONED TO WESTERN UNION FROM ANY PRIVATE OR PAY-STATION TELEPHONE

Senior Highway Engineer, representatives of the Bureau of Public Roads, and publicly read the bids hereinafter enumerated, and after due consideration of all of said bids and all matters connected therewith, Commissioner Washburne offered and moved the adoption of the following resolution, which motion was seconded by Commissioner Aldrich, and being by the Chairman submitted to vote received the unanimous vote of all three Commissioners, and said motion was by the Chairman declared unanimously carried and said resolution thereby unanimously adopted, to wit:

Form 87 S.F. 12-33 20M

SAN FRANCISCO OFFICE

COPY *of* TELEGRAM

San Francisco April 28, 1934

Highway Commission
State of Oregon
Salem, Oregon

We protest award of Item B cantilever steel span complete on Coos Bay Bridge number eighteen twenty three for which bids were received April twenty sixth to any firm who has submitted with its bid subcontracts amounting to more than twenty five percent of contract price which was the limit allowed in the Specifications stop Formal protest will be mailed to you Monday April thirtieth

Columbia Steel Company
E J Schneider

S/M
Prepaid
65 words

Senior Highway Engineer, representatives of the Bureau of Public Roads, and publicly read the bids hereinafter enumerated, and after due consideration of all of said bids and all matters connected therewith, Commissioner Washburne offered and moved the adoption of the following resolution, which motion was seconded by Commissioner Aldrich, and being by the Chairman submitted to vote received the unanimous vote of all three Commissioners, and said motion was by the Chairman declared unanimously carried and said resolution thereby unanimously adopted, to wit:

Portland, Oregon, April 26, 1934.

The State Highway Commission met in regular session at 9:00 o'clock A. M. in the Auditorium of the Public Service Building. Present were:

Leslie M. Scott, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

* * * * * *

The Commission had under consideration, among other things, the matter of the call for, and consideration of, bids for the construction of a bridge over Coos Bay in Coos County, Oregon, and after the Chairman of the Commission announced the purpose of the meeting the Secretary of the Commission opened in the presence of the persons named above, and in the presence of Mr. C. C. Hockley, State Engineer for Oregon, Mr. J. F. Meager, and Mr. W. E. Reed, all representatives of the Public Works Administration, and Mr. W. H. Lynch, District Engineer, and Mr. T. W. Davis, Senior Highway Engineer, representatives of the Bureau of Public Roads, and publicly read the bids hereinafter enumerated, and after due consideration of all of said bids and all matters connected therewith, Commissioner Washburne offered and moved the adoption of the following resolution, which motion was seconded by Commissioner Aldrich, and being by the Chairman submitted to vote received the unanimous vote of all three Commissioners, and said motion was by the Chairman declared unanimously carried and said resolution thereby unanimously adopted, to wit:

WHEREAS, pursuant to a call for bids, notice of which was duly and regularly given by publication thereof in the following publications:

Pacific Builder & Engineer, Seattle, Washington
Engineering News Record, New York, New York
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon.
Daily Pacific Builder, San Francisco, California
Southwest Builder & Contractor, Los Angeles, California
Western Construction News, Los Angeles, California

for the construction of a bridge across Coos Bay in Coos County, there were received by the Commission and publicly opened and read on the 26th day of April, 1934, in the Auditorium of the Public Service Building, Portland, Oregon, the following bids:

Units "A", "C", and "D"

Northwest Roads Co., Portland	$ 1,523,438.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	1,626,986.00
Gilpin Constr. Co. & General Constr. Co., Portland	1,550,670.00

Units "C" and "D"

Northwest Roads Co., Portland	$ 1,127,255.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	1,233,069.50
Gilpin Constr. Co. & General Constr. Co., Portland	1,10[illegible],447.50

Unit "D" - South Approach Complete

Northwest Roads Co., Portland	$ 567,837.50
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	597,034.50
Teufel & Carlson, Seattle, Washington	527,523.10

Unit "C" - North Approach Complete

Northwest Roads Co., Portland	$ 683,361.50
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	702,250.00
Teufel & Carlson, Seattle, Washington	643,271.40

Unit "B"

Wallace Bridge & Structural Steel Co., Seattle, Wn.	$ 730,160.00
Virginia Br. & Iron Co., Roanoke, Virginia	595,880.00
McClintic-Marshall Corp., San Francisco, California	605,858.00
Columbia Steel Co., Portland, Oregon	615,712.40
Moore Dry Dock Company, Oakland, California	625,262.00

Unit "A" - Piers 8 to 11

Northwest Roads Co., Portland, Oregon	$ 550,265.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	498,907.50
Gilpin Construction Co., Portland, Oregon	487,587.50
Teufel & Carlson, Seattle, Washington	460,300.00
Puget Construction Co., Seattle, Washington	477,235.00
Missouri Valley Bridge & Iron Co., Leavenworth, Kansas	548,556.50

and

WHEREAS, all of said bids were duly considered by the Commission and its engineers, and after being fully advised with respect to said matter it was and is the judgment of the Commission that the bid of the Northwest Roads Company of Portland, Oregon, for units "A", "C" and "D" in the sum of $1,529,438.00 was and is the lowest and best bid of all the bids received for said work, and that said bid should in the interest of the State be accepted and the contract for the construction of said units "A", "C" and "D" awarded to said bidder, and that the bid of the Virginia Bridge & Iron Company, Roenoke, Virginia, for unit "B" in the sum of $598,880.00 was and is the lowest and best bid of all of the bids received for said work, and that the said bid should in the interest of the State be accepted and the contract for the construction of unit "B" of said bridge be awarded to said bidder;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the State Highway Commission, all members being present and affirmatively voting, as follows:

1. That the bid of the Northwest Roads Company of Portland, Oregon, in the sum of $1,529,438.00 for the construction of units "A", "C" and "D" of the Coos Bay Bridge and the bid of the Virginia Bridge & Iron Company of Roanoke, Virginia, in the sum of $598,880.00 for the construction of unit "B" of said bridge over Coos Bay in Coos County, Oregon be and said bids hereby are accepted.

2. That R. H. Baldock, State Highway Engineer, Mr. C. B. McCullough, Bridge Engineer, and J. M. Devers, Attorney for the Commission, be and they hereby are instructed, authorized and directed to prepare the formal written agreement covering the construction of units "A", "C" and "D" of said Coos Bay Bridge, and the agreement covering the construction of unit "B" of the said Coos Bay Bridge, which agreements shall be prepared in harmony with specifications, plans and designs prepared by the Engineer and referred to in said call for bids. Said written agreements when prepared shall be submitted to the respective bidders herein named and to the Highway Commission for proper execution.

3. That the Secretary of the Commission be and he hereby is instructed to return to the other bidders their respective certified checks.

4. That this resolution be entered in the minutes of the Commission and a duly certified copy delivered to Mr. C. C. Hockley, State Engineer for Oregon, Public Works Administration, Portland, Oregon.

This is to certify that I, H. B. Glaisyer, am the duly appointed, qualified and acting Secretary of the State Highway Commission of Oregon, and that as such Secretary I have in my custody all of the records, papers and documents, minute entries, and other records and papers of said Commission; that the foregoing and attached resolution is a true and correct extract from the minutes and records of the Commission with respect to the opening, consideration, and disposition of bids received for the construction of the bridge over Coos Bay in Coos County; that I have compared the foregoing copy of resolution with the original as entered in the official minutes and records of the Highway Commission, and that said copy is a true and correct copy of the original minute entry and record as made by the Commission and of the whole thereof; that the seal impressed hereon is the official seal of the State Highway Commission of Oregon, and that I, as Secretary of said Commission, have authority to impress said seal on this certificate.

Dated this 24th day of May, A. D., 1934.

H B Glaisyer

Secretary of the Oregon State
Highway Commission.

Portland, Oregon, April 26, 1934.

The State Highway Commission met in regular session at 9.00 o'clock A. M. in the Auditorium of the Public Service Building. Present were:

Leslie M. Scott, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

* * * * * * *

The Commission had under consideration, among other things, the matter of the call for, and consideration of, bids for the construction of a bridge over Coos Bay in Coos County, Oregon, and after the Chairman of the Commission announced the purpose of the meeting the Secretary of the Commission opened in the presence of the persons named above, and in the presence of Mr. C. C. Hockley, State Engineer for Oregon, Mr. J. F. Meager, and Mr. M. E. Reed, all representatives of the Public Works Administration, and Mr. W. H. Lynch, District Engineer, and Mr. T. M. Davis, Senior Highway Engineer, representatives of the Bureau of Public Roads, and publicly read the bids hereinafter enumerated, and after due consideration of all of said bids and all matters connected therewith, Commissioner Washburne offered and moved the adoption of the following resolution, which motion was seconded by Commissioner Aldrich, and being by the Chairman submitted to vote received the unanimous vote of all three Commissioners, and said motion was by the Chairman declared unanimously carried and said resolution thereby unanimously adopted, to wit:

WHEREAS, pursuant to a call for bids, notice of which was duly and regularly given by publication thereof in the following publications:

Pacific Builder & Engineer, Seattle, Washington
Engineering News Record, New York, New York
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon.
Daily Pacific Builder, San Francisco, California
Southwest Builder & Contractor, Los Angeles, California
Western Construction News, Los Angeles, California

for the construction of a bridge across Coos Bay in Coos County, there were received by the Commission and publicly opened and read on the 26th day of April, 1934, in the Auditorium of the Public Service Building, Portland, Oregon, the following bids:

Units "A", "C", and "D"

Northwest Roads Co., Portland	$ 1,529,438.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	1,625,986.00
Gilpin Constr. Co. & General Constr. Co., Portland	1,550,670.00

Units "C" and "D"

Northwest Roads Co., Portland	$ 1,127,255.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	1,235,089.50
Gilpin Constr. Co. & General Constr. Co., Portland	1,103,447.50

Unit "D" - South Approach Complete

	$
Northwest Roads Co., Portland	567,897.50
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	597,034.50
Teufel & Carlson, Seattle, Washington	527,323.10

Unit "C" - North Approach Complete

Northwest Roads Co., Portland	$ 683,961.50
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	702,230.00
Teufel & Carlson, Seattle, Washington	645,271.40

Unit "B"

Wallace Bridge & Structural Steel Co., Seattle, Wn.	$ 799,160.00
Virginia Br. & Iron Co., Roanoke, Virginia	593,880.00
McClintic-Marshall Corp., San Francisco, California	605,658.00
Columbia Steel Co., Portland, Oregon	615,713.40
Moore Dry Dock Company, Oakland, California	625,982.00

Unit "A" - Piers 8 to 11

Northwest Roads Co., Portland, Oregon	$ 550,265.00
Mercer-Fraser Co., & Geo. R. Cooke Co., Eureka, Cal.	489,907.50
Gilpin Construction Co., Portland, Oregon	467,557.50
Teufel & Carlson, Seattle, Washington	460,300.00
Puget Construction Co., Seattle, Washington	477,935.00
Missouri Valley Bridge & Iron Co., Leavenworth, Kansas	548,556.50

and

WHEREAS, all of said bids were duly considered by the Commission and its engineers, and after being fully advised with respect to said matter it was and is the judgment of the Commission that the bid of the Northwest Roads Company of Portland, Oregon, for units "A", "C" and "D" in the sum of $1,529,458.00 was and is the lowest and best bid of all the bids received for said work, and that said bid should in the interest of the State be accepted and the contract for the construction of said units "A", "C" and "D" awarded to said bidder, and that the bid of the Virginia Bridge & Iron Company, Roanoke, Virginia, for unit "B" in the sum of $593,880.00 was and is the lowest and best bid of all of the bids received for said work, and that the said bid should in the interest of the State be accepted and the contract for the construction of unit "B" of said bridge be awarded to said bidder;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the State Highway Commission, all members being present and affirmatively voting, as follows:

1. That the bid of the Northwest Roads Company of Portland, Oregon, in the sum of $1,529,458.00 for the construction of units "A", "C" and "D" of the Coos Bay Bridge and the bid of the Virginia Bridge & Iron Company of Roanoke, Virginia, in the sum of $593,880.00 for the construction of unit "B" of said bridge over Coos Bay in Coos County, Oregon, be and said bids hereby

are accepted, subject to the conditions and limitations hereinafter set out.

2. That the acceptance of said bids and the award of contracts to said bidders is and are subject to the approval of the P. W. A. and subject, likewise, to the consummation of the loan agreement between the State Highway Commission and the Federal Government for a loan and grant with which to construct said bridge. It is specifically conditioned that should the State fail to procure said loan and grant then said bids shall be deemed rejected and said award of contract annulled and rescinded.

3. That R. H. Baldock, State Highway Engineer, Mr. C. B. McCullough, Bridge Engineer, and J. M. Devers, Attorney for the Commission, be and they hereby are instructed, authorized and directed to prepare the formal written agreement covering the construction of units "A", "C" and "D" of said Coos Bay Bridge, and the agreement covering the construction of unit "B" of the said Coos Bay Bridge, which agreements shall be prepared in harmony with specifications, plans and designs prepared by the Engineer and referred to in said call for bids. Said written agreements when prepared shall be submitted to the respective bidders herein named and to the Highway Commission for proper execution, if and when said loan agreement has been fully executed and the funds provided for therein have been made available to the State.

4. That the Secretary of the Commission be and he hereby is instructed to return to the other bidders their respective certified checks.

5. That this resolution be entered in the minutes of the Commission and a duly certified copy delivered to Mr. C. C. Hockley, State Engineer for Oregon, Public Works Administration, Portland, Oregon.

This is to certify that I, H. B. Glaisyer, am the duly appointed, qualified and acting Secretary of the State Highway Commission of Oregon, and that as such Secretary I have in my custody all of the records, papers and documents, minute entries, and other records and papers of said Commission; that the foregoing and attached resolution is a true and correct extract from the minutes and records of the Commission with respect to the opening, consideration, and disposition of bids received for the construction of the bridge over Coos Bay in Coos County; that I have compared the foregoing copy of resolution with the original as entered in the official minutes and records of the Highway Commission, and that said copy is a true and correct copy of the original minute entry and record as made by the Commission and of the whole thereof; that the seal impressed hereon is the official seal of the State Highway Commission of Oregon, and that I, as Secretary of said Commission, have authority to impress said seal on this certificate.

Dated this 9th day of June, A. D., 1934.

Secretary of the Oregon State
Highway Commission.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

(42).

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1934 APR 25 PM 3 4

PR85 33 DL=SANFRANCISCO CALIF 25 325P

NOTED
State Highway Engine

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

I H B GLAZER, SECRETARY=
OREGON STATE HIGHWAY COMMISSION SALEM ORG=

WE ARE ADVISED CALIFORNIA MANUFACTURERS BIDDING ON MATERIALS FOR BRIDGE OVER COOSBAY NEAR NORTHBEND STOP OREGON MANUFACTURERS ENJOY PROFITABLE MARKETS IN CALIFORNIA STOP WE RESPECTFULLY SUBMIT THAT CALIFORNIA BIDDERS BE NOT DISCRIMINATED AGAINST=

GEORGE J PRESLEY EXECUTIVE VICE PRESIDENT
SANFRANCISCO CHAMBER OF COMMERCE.

TELEGRAMS MAY BE TELEPHONED TO WESTERN UNION FROM ANY PRIVATE OR PAY-STATION TELEPHONE pend

April 24, 1934

H. B. G.

Mr. Clarence D. Porter Atwater 6441 wants you to call and advise him re bid bond on the Coos Bay Bridge.

What he wants to know is, if all 4 units can be included under one bond. I told him I would ask you to call as soon as you returned as he wants to prepare a bond for a client.

J. McF,

[illegible] will call him

FORM 8-K-1 13838 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

Stud

April 12, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

I acknowledge receipt of your letter of the 9th advising that on April 7th, 1934, you approved the "Notice to Contractors" asking for bids for the construction of the Coos Bay Bridge.

Thank you.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock
Mr. C. B. McCullough

FORM 8-K-1 15080 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

Rwd

April 12, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Sir:

Complying with your request of April 9th we have today sent to State Reemployment Director Guy V. Lintner, 521 Spalding Building, Portland, a copy of the advertisement for bids for the construction of the Coos Bay Bridge.

We are likewise furnishing him other information requested in your letter. A copy of our letter to Mr. Lintner is inclosed.

Yours very truly,

J. M. DEVERS

JMD:PR
Inc.
cc Mr. R. H. Baldock
Mr. C. B. McCullough

FORM 5-H-1 12066 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

PWA

April 12, 1934

Mr. Guy V. Lintner,
State Reemployment Director,
521 Spalding Building,
Portland, Oregon.

Dear Sir:

I am inclosing herewith a copy of the advertisement or call for bids for the construction of the bridge across Coos Bay, which bridge will be constructed near the site of the present ferry landing.

Bids for the construction of this bridge will be received by the Highway Commission in Portland, Oregon, on the 26th of April, and it is contemplated that if a satisfactory bid is obtained at that time that work will be commenced within thirty days thereafter and the project completed within two years.

It is also estimated that there will be employed directly on the construction of the bridge about 350 men, of whom approximately 120 will be skilled workmen, approximately 80 semi-skilled, and approximately 150 unskilled.

This information is furnished at the request of Mr. C. C. Hockley. Any other information that we have and that you can use will be gladly furnished.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.

cc Mr. R. H. Baldock
Mr. C. B. McCullough
Mr. C. C. Hockley

FORM S-K-1 15686 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

PWA

April 12, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
Public Works Administration,
New Federal Building,
Portland, Oregon.

Dear Mr. Hockley:

I acknowledge with appreciation your letter of the 9th advising that you have approved the plans and specifications for the construction of the Coos Bay Bridge in Coos County, Oregon, which is Docket No. 1810. Thank you.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock
Mr. C. B. McCullough

Coos Bay Bridge. As. of June 14, 1935

COOS BAY BRIDGE.	Total length feet.	Contract cost	Contractor	No.	Estimated Completion Date	P.W.A.
	5436	1,529,438.00	Northwest Roads Co.	#1625	9-20-36	
		593,880.00	Va. Br. & Iron Co.	#1626		

The structure being built at this point consists of a central steel cantilever having an over-all length of 1708 feet. Flanking the cantilever on either side is a series of reinforced concrete arches and a short section of concrete girder approach construction. The channel span attains a height of 150 feet above water level and affords a horizontal clearance between piers of 770 feet.

CONTRACT #1631,

NRH 144-B,G Siuslaw River Br. Apps. 1934

[redacted] 1631

14-

RECEIVED

1937

FOR FILING

Stencil No. 8.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 6, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 144-G, Florence Section, Oregon Coast Highway, ______________________________, was made by a representative of this office on September 30, 1937. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

FORM 5-A-1 6M 8-37

Commissioners
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
OCT 1937
FOR FILE

144-B

September 24, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Attention: H. G. SMITH

Dear Sir:

In reply to your letter of September 22nd, our records indicate that a final construction profile on tracing cloth on the grading and surfacing of the Siuslaw River Bridge approaches, Contract 1631, was sent to your office, along with other final data, by express on October 13, 1934.

Our blue print of this tracing indicates the Salem file number to be 7C-17-14.

Yours very truly,

K. D. LYTLE
Division Engineer

By R. B. Sipprell
R. B. Sipprell
Acting Office Eng'r.

RBS:MDG

cc--R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon F.A.P. 144-G
Florence section
Oregon Coast Hwy.

August 9, 1937

RECEIVED
10 1937
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Encls.

Ton

Section G
Oregon Project No. 144

A4/pr 9138

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 26, 1931 by the Oregon State Highway Commission, and on April 27, 1931 by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on July 20, 1932 by the said State Highway Commission, and on August 18, 1932 by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section G of Oregon Emergency Federal Aid Project No. 144, hereafter to be known and designated as Section G of Oregon Project No. 144; and

WHEREAS, the plans and specifications previously approved for said Section G provided for the construction of 5.854 miles of light bituminous surface treated roadway, in Lane County, for which the estimate approved was $77,611.93, and $42,009.88 Federal funds were set aside to the credit of said Section G; and

WHEREAS, the construction of said Section G in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $77,655.90, and voucher in the sum of $42,009.88 has been passed for payment as the share of the Federal Government on said Section G; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section G and a revision of the plans, specifications and estimate approved therefor to provide for extending the project to survey station 46+34 at the northerly end of the Siuslaw Bridge in the city of Florence, thereby increasing its length from 5.854 miles to 5.976 miles, and to provide for roadside improvements between survey stations 51+00 and 46+34, at an estimated cost of $1,654.00; and by reason thereof has requested that the estimate of cost approved for said Section G be increased from the previous actual cost of $77,655.90 to $79,309.90, and that the Federal funds approved and set aside to the credit of said Section G be increased from the previous actual payment of $42,009.88 to $43,019.88:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section G be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of forty-three thousand, nineteen and 88/100 dollars ($43,019.88) as the share of the United States payable under said act on account of Section G of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> "Between survey station 321+00 in the NW 1/4 of Sec. 35, T. 17 S., R. 12 W., W.M. and survey station 46+34 at the northerly end of the Siuslaw

Bridge in Florence, length 5.976 miles, in Lane County, being Section G of Oregon project No. 144, consisting of 5.976 miles of roadway and no bridges of more than 20 feet clear span."

Paragraph (a) of Article III shall read:

"(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost."

Paragraph (b) of Article III shall be and is hereby stricken out.

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G of said project shall not in any event exceed the sum of forty-three thousand, nineteen and 88/100 dollars ($43,019.88), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-nine thousand, three hundred nine and 90/100 dollars ($79,309.90), the approved total estimated cost of said Section G."

The second paragraph of Article V shall be and is hereby stricken out.

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 17th day of May, 1937, and the Secretary of Agriculture on the 22d day of July, 1937.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By F L Tou Velle
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By ______________________
Acting Chief, Bureau of Public Roads

Section G
Oregon Project No. 144

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 144-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $79,309.90 in lieu of the previous actual payment of $42,009.88 as the total estimated cost of said project, and the sum of $43,019.88/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 22d day of July one thousand nine hundred and thirty-seven

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—4230

FORM S-A-1 10M 4-36

— Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

144L

OREGON STATE HIGHWAY COMMISSION

SALEM

July 2, 1936

In Reply Please
Refer to File No.

Messrs. A. W. Schneider &
A. E. Neilson,
Agents Standard Oil Company,
Glenada, Ore.

Gentlemen:

I am in receipt of your letter of June 23rd, 1936, suggesting a proposed change in the plaza plans at the Glenada end of the Siuslaw Bridge.

Your request for a 40 foot gravel roadway just north of the Big Tree would in my estimation ruin the very thing I had planned to accomplish. I cannot help but feel that 40 feet to you would perhaps mean additional requests from merchants farther north of your establishment, which if granted would eventually eliminate the entire development at this end of the bridge.

On the other hand the design was made primarily to promote public safety and if your request is granted the other stores north of you could not in justice be then denied their 40 feet of approach road also.

I am accordingly making this recommendation to Mr. Baldock.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER.

H. G. Smith,
Construction Engineer.

By

George H. Otten,
Landscape Engineer.

GHO/H

CC to
R.H.Baldock ✓
H. G. Smith

FORM 5-S-1 1M 4-26

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

144

May 23, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. E. A. Collier,~~
~~Division Engineer,~~
~~Roseburg, Ore.~~

Dear Sir:

NOTED
State Highway Engineer

On an inspection visit this week it seemed desireable to install a length of iron culvert pipe on the east edge of the fill at the south end of the Siuslaw Bridge. I discussed this with Glen Roberts and I am not certain whether I was to write you regarding it, except that I have an item regarding it in my notes, and I am calling it to your attention to make sure you are notified.

A 12' length would be long enough with a drain of 9". A suitable inlet can be provided, while the outlet can be allowed to spill in the manner already provided.

Kindly pass judgement on this at your convenience.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Geo. H. Otten
H.

CC to
R.H. Baldock ✓
H.G.Smith

RECEIVED APR [illegible]
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. 144-G

POST OFFICE BUILDING
PORTLAND, OREGON

April 24, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 144-G, the Florence Unit of the Sutton Lake-Florence section of the Oregon Coast Highway, have today been recommended for approval. This is your authority to start construction on a force account basis, subject to such changes being made as may be required after final review of the plans and specifications by the Chief Engineer of the Bureau.

On the estimate the third item under the portion within the city of Florence reads "2833 only Trees (Native Stock)". We believe this item should be "Shrubs" instead of "Trees," and have so corrected all copies. We suggest you correct your copy of the estimate.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Copy to [illegible] [illegible]
[illegible]

RECEIVED
MAY 15 1937
FOR FILING
144-G

April 19, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for Roadside Improvement on the Florence Section, Federal Aid Project No. 144-G.

Five sets of blueprint plans and five copies of specifications are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 144-B

FLORENCE SECTION OF THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on estimated costs of State Force Construction.)

Salem, Oregon, April 19, 1937

COMPLETED FEDERAL AID WORK

Final Cost- -	$ 106,170.36
Federal Aid Paid- -	$ 42,009.88
Emergency Advance Funds Paid- - - - - - - - - - - - - - - -	$ 25,707.37
NRH Funds Paid- -	$ 9,127.87
NRM Funds Paid- -	$ 17,857.67
Length- -	5.970 miles

NEW WORK

Roadside Improvement
(Sta. 51+00 to 50+19.6 = 2+11.4 to 17+77.9)

2	only	Trees (Native Stock)	$ 0.28	$ 0.56
1,765	only	Shrubs (Native Stock)	0.29	511.85
0.3	tons	Fertilizer (Tankage)	75.00	22.50
				$ 534.91

Roadside Improvement Within City of Florence
(Sta. 17+77.9 to 46+34)

3	only	Trees (Purchased Stock)	$ 5.00	$ 15.00
37	only	Trees (Native Stock)	0.28	10.36
2,833	only	Trees (Native Stock)	0.29	821.57
2,450	sq. yds.	Seeding	0.02	49.00
0.5	tons	Fertilizer (Tankage)	75.00	37.50
500	lbs.	Fertilizer (Amonium Sulphate)	0.06	36.00
				$ 969.43

Subtotal	$ 1,504
10% Engr. & Cont.	150
Total	$ 1,654

Length Within City of Florence	0.540 mile
Length (Incl. Wye)	0.991 mile
Cost per mile	$ 1,669

Federal Aid Funds Requested- -	$ 1,010
State Funds- -	644
	$ 1,654

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

FLORENCE SECTION

FEDERAL AID PROJECT NO. 144-G

(Analysis of cost of planting trees and shrubs. Work to be performed by State Forces).

TREES (PURCHASED STOCK)

Materials

1 Acer Platanoides (Norway Maple)	$ 2.50	
1 Acer Platanoides Schwedleri (Schwedler Maple)	2.50	
1 Umbularia Californica (Myrtle)	3.50	$ 8.50

Labor

9 man-hours at $0.50	$ 4.50

Miscellaneous

Small Tools, etc.	$ 2.00
	$ 15.00

$$\frac{\$\,15.00}{3} = \$\,5.00 \text{ each}$$

TREES (NATIVE STOCK)

15 Pine
24 Spruce

Labor

Laborers	10 man-hours	at $ 0.50	$ 5.00	
Truck Driver	2 " "	" 0.50	1.00	
Foreman			1.00	$ 7.00

Equipment

Truck	2 hours	at $ 1.00	$ 2.00

Supplies

Gas and Oil				$ 1.00

Miscellaneous

Small Tools, etc.				1.00
				$ 11.00

$$\frac{\$\ 11.00}{39} = \$\ 0.28 \text{ each}$$

SHRUBS

593	Rhododendron
794	Huckleberry
2,167	Kinnikinnic
1,044	Waxberry

Labor

Laborers	1,340 man-hours	at $0.50	$ 670.00	
Truck Driver	222 " "	" 0.50	111.00	
Foreman			144.00	$ 925.00

Equipment

Truck	222 hours	at $1.00		222.00

Supplies

Gas and Oil				106.00

Miscellaneous

Small Tools, etc.				77.00
				$ 1,330.00

$$\frac{\$\ 1,330}{4,598} = \$\ 0.29 \text{ each}$$

GRASS SEED

Materials

25 lbs. Red Top Seed		at $0.35	$ 8.75	
25 " Creeping Bent Seed		" 0.60	15.00	$ 23.75

Labor				
Laborers	30 man-hours	at $ 0.50	$ 15.00	
Truck Driver	2 " "	" 0.50	1.00	
Foreman			3.00	$ 19.00
Equipment				
Truck	2 hours	at $ 1.00		2.00
Supplies				
Gas and Oil				1.00
Miscellaneous				
Small Tools, etc.				3.25
				$ 49.00

$\frac{\$ 49.00}{2,450}$ = $ 0.02 per sq. yd.

FERTILIZER (TANKAGE)

Materials				
0.8 tons Tankage F.O.B. Job		at $ 55.00		$ 44.00
Labor				
Laborers	19 man-hours	at $ 0.50	$ 9.50	
Truck Driver	1 " "	" 0.50	0.50	
Foreman			4.00	14.00
Equipment				
Truck	1 hour	at $ 1.00		1.00
Miscellaneous				
Small Tools, etc.				1.00
				$ 60.00

$\frac{\$ 60.00}{0.8}$ = $ 75.00 per ton

AMMONIUM SULPHATE

Materials

500 lbs. Ammonium Sulphate at $ 0.05			$ 25.00

Labor

Laborers	9 man-hours at $ 0.50	$ 4.50	
Truck Driver	1 hour " 0.50	0.50	
Foreman		1.00	
			5.00

Equipment

Truck	1 hour at $ 1.00		1.00

Supplies

Gas and Oil			0.50
			$ 31.50

$\frac{\$ 31.50}{500} = \$ 0.06$ per lb.

Oregon State Highway Department | Federal Aid Project No. 144-C

FLORENCE SECTION OF THE
OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on estimated costs of State Force Construction.)

Salem, Oregon, April 19, 1937

COMPLETED FEDERAL AID WORK

Final Cost- -	$ 106,170.36
Federal Aid Paid- -	$ 42,009.88
Emergency Advance Funds Paid- - - - - - - - - - - - - - - - - - - -	$ 25,707.37
NRH Funds Paid- -	$ 9,127.87
NRM Funds Paid- -	$ 17,857.67
Length- -	5.970 miles

NEW WORK

Roadside Improvement
(Sta. 51+00 to 50+19.6 = 2+11.4 to 17+77.9)

2	only	Trees (Native Stock)	$ 0.28	$ 0.56
1,765	only	Shrubs (Native Stock)	0.29	511.85
0.3	tons	Fertiliser (Tankage)	75.00	22.50
				$ 534.91

Roadside Improvement Within City of Florence
(Sta. 17+77.9 to 46+34)

3	only	Trees (Purchased Stock)	$ 5.00	$ 15.00
37	only	Trees (Native Stock)	0.28	10.36
2,833	only	Trees (Native Stock)	0.29	821.57
2,450	sq. yds.	Seeding	0.02	49.00
0.5	tons	Fertiliser (Tankage)	75.00	37.50
500	lbs.	Fertiliser (Amonium Sulphate)	0.06	36.00
				$ 969.43

Subtotal	$ 1,504
10% Engr. & Cont.	150
Total	$ 1,654

Length Within City of Florence	0.540 mile
Length (Incl. Wye)	0.991 mile
Cost per mile	$ 1,669

Federal Aid Funds Requested- -	$ 1,010
State Funds- -	644
	$ 1,654

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

FLORENCE SECTION

FEDERAL AID PROJECT NO. 144-C

(Analysis of cost of planting trees and shrubs. Work to be performed by State Forces).

TREES (PURCHASED STOCK)

Materials

1 Acer Platanoides (Norway Maple)	$ 2.50	
1 Acer Platanoides Schwedleri (Schwedler Maple)	2.50	
1 Umbularia Californica (Myrtle)	3.50	$ 8.50

Labor

9 man-hours at $0.50	$ 4.50

Miscellaneous

Small Tools, etc.	$ 2.00
	$ 15.00

$\frac{\$\,15.00}{3} = \$\,5.00$ each

TREES (NATIVE STOCK)

15 Pine
24 Spruce

Labor

Laborers	10 man-hours	at $ 0.50	$ 5.00	
Truck Driver	2 "	" 0.50	1.00	
Foreman			1.00	$ 7.00

Equipment

Truck	2 hours	at $ 1.00	$ 2.00

Supplies

Gas and Oil				$ 1.00

Miscellaneous

Small Tools, etc.				1.00
				$ 11.00

$\frac{\$ 11.00}{39} = \$ 0.28$ each

SHRUBS

593	Rhododendron
794	Huckleberry
2,167	Kinnikinnick
1,044	Waxberry

Labor

Laborers	1,340 man-hours	at $0.50	$ 670.00	
Truck Driver	222 " "	" 0.50	111.00	
Foreman			144.00	
				$ 925.00

Equipment

Truck	222 hours	at $1.00		222.00

Supplies

Gas and Oil				106.00

Miscellaneous

Small Tools, etc.				77.00
				$ 1,330.00

$\frac{\$ 1,330}{4,598} = \$ 0.29$ each

GRASS SEED

Materials

25 lbs. Red Top Seed		at $0.35	$ 8.75	
25 " Creeping Bent Seed		" 0.60	15.00	
				$ 23.75

Labor

Laborers	30 man-hours at $ 0.50	$ 15.00	
Truck Driver	2 " " " 0.50	1.00	
Foreman		3.00	$ 19.00

Equipment

Truck	2 hours at $ 1.00	2.00

Supplies

Gas and Oil	1.00

Miscellaneous

Small Tools, etc.	3.25
	$ 49.00

$\frac{\$ 49.00}{2,450} = \$ 0.02$ per sq. yd.

FERTILIZER (TANKAGE)

Materials

0.8 tons Tankage F.O.B. Job at $ 55.00	$ 44.00

Labor

Laborers	19 man-hours at $ 0.50	$ 9.50	
Truck Driver	1 " " " 0.50	0.50	
Foreman		4.00	14.00

Equipment

Truck	1 hour at $ 1.00	1.00

Miscellaneous

Small Tools, etc.	1.00
	$ 60.00

$\frac{\$ 60.00}{0.8} = \$ 75.00$ per ton

AMONIUM SULPHATE

Materials			
500 lbs. Amonium Sulphate	at $ 0.05		$ 25.00
Labor			
Laborers	9 man-hours at $ 0.50	$ 4.50	
Truck Driver	1 hour " 0.50	0.50	
Foreman		1.00	
			5.00
Equipment			
Truck	1 hour at $ 1.00		1.00
Supplies			
Gas and Oil			0.50
			$ 31.50

$$\frac{\$\ 31.50}{500} = \$\ 0.06 \text{ per lb.}$$

FORM 5-A-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
EUGENE

144 84

APRIL 11, 1936.

IN REPLY PLEASE
REFER TO FILE NO.
90-1005

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: J. N. Bishop.

Dear Sir:

Regarding Weekly Extra Gang Report on the Siuslaw River Bridge Approach job, 20-1017.

Under the heading "Lost Time on Account of Delays" there should have been shown a delay for tractor #87 and Trail Builder #1. The tractor broke down at 10:50 A.M. April 2nd and was off the remainder of the 2nd and on the 3rd and 4th of April, waiting for repairs and being repaired.

Very truly yours,

R. Walsh.
Dist. Maint. Sup't.

RW:WGA

cc R. H. Baldock.
E. A. Collier.

NOTED
State Highway Engineer

RECEIVED
APR 13 1936
OFFICE OF
MAINTENANCE ENGINEER

14413 g

April 9, 1936

Mr. Raymond Walsh
District Maintenance Supt.
Eugene, Oregon

Dear Sir:

We note that charges on your March pay roll to the Siuslaw Bridge Approaches, state force project, were made against Prefix 20-1107, which is the old contract No. 1631, instead of against Prefix 20-1017. We have corrected the distribution on your pay roll. Will you please advise of any other charges incorrectly made, and hereafter distribute expense on this project to the Prefix 20-1017.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

cc E. A. Collier

FORM 5-A-1 5M 11-28
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

144.204

April 7, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED

ATTN: J. N. BISHOP State Highway Engineer

Dear Sir:

In connection with construction of approaches to the Florence Bridge, which is being done State force, there should be a catch inlet provided at the east side of the north end of this bridge. The grade is all to the north and the super to the east and during the last rain considerable water ran off this corner of the bridge and must be taken care of to prevent erosion of fill slope. Small drains were placed in the bridge but the last two should be plugged to prevent wash below on fill slope and in center of street and the last rain demonstrated that these small drains were inadequate.

Attached hereto find sketch showing propsoed catch inlet together with requisitions for the drain pipe, elbow and connecting bands and grate. These should be sent to Dakin at Florence at your earliest convenience if plan meets with your approval and the approval of the Bridge Department.

Mr. Stiffler looked at this with me on his last trip.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. R. Walsh

EAC:AF

FORM S-A-1 5M 1-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

144

OREGON STATE HIGHWAY COMMISSION

SALEM

March 10th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

In regard to the house occupying the right of way at the north end of the Florence Bridge, Mr. Devers will again write to the lady in Florence who was to tear the house down and advise her to contact Mr. Jordan so that she can start in at once on the removal of the building.

In case she does not care for the building, Mr. Devers advises that it will be proper to have it town down by the grading contractor.

You may have to make special arrangements with the grading contractor as I do not believe the removal of buildings could be considered part of the clearing.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM 5-A-1 5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

144-13

March 7, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

The house at the north end of the Florence bridge formerly occupied by P.W.A. as an auditor's office must be removed or burned up before the fill can be placed.

I understand there is only one or two boxes of material in this house belonging to the State and that Engineer Jordan will remove these immediately.

Mr. Jordan tells me that he has had some correspondence with the Salem office concerning sale of this house. If sale is not made at once our contractor for approaches to Siuslaw Bridge will be required to remove this house. It is my understanding that the house is so rotten around the bottom that it cannot be moved. I believe our general specifications for clearing would cover the removal of this house by our grading contractor. Please advise if you wish me to take any action. I am advising Glenn Roberts that unless this house is sold by the State within the next week, that the grading contractor will be required to dispose of it and that it will be his property, if he wishes to salvage any lumber or move the house away. It will not be any great expense for the grading contractor to push this house over and burn up the old lumber, and there might be a little salvage from windows, doors and bricks.

Very truly yours,

[illegible]
Division Engineer

cc. R. H. Baldock ✓
cc. A. Jordan
cc. G. S. Roberts

MAC:AF

FORM 9-A-1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

14

Feb. 4, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I have your letter dated Jan. 28th, regarding a proposed road approach in the town of Florence.

I have marked this approach on the enclosed blue print. Mayor Edwards of Florence has asked us to surface that portion of the approach and wye lying inside the right of way. The connection is graded at present, but will be a little high in relation to our surface when the approach is rocked.

I have shown 100 cubic yards of excavation in taking this approach down 0.8 ft. Then backfill with 35 cubic yards filler, for the subgrade is very loose sand. Then about 0.5 ft. thickness of gravel. This gravel could be the same sizes as that used on the surface for the rest of the contract.

The excavation will have to be hauled to the north end of the present bridge.

Very truly yours,

cc. R. H. Baldock

PV:AF

PAUL VANSCOY
Acting Division Engineer
Paul VanScoy

FORM 5-A-1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
P. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

F
[illegible]

Feb. 4, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I wrote you today regarding a road approach in Florence. This in answer to your letter dated February 4th.

In this letter I showed this street connection that does only on our right of way.

At the time that I went over this with Mayor Edwards of Florence, I told him that I was sure that the portion inside our right of way was the only part of this road which could be included in the proposed contract.

He wanted all of the street between the highway and Josephine Street graveled, but I told him that this would have to be a seperate issue. This street is about 550 feet long and would take about 250 cubic yards of gravel. I told him that I would write and give an estimate on the cost and that it would be up to the State Highway Commission to decide whether to do it or not.

Very truly yours,

PAUL VANSCOY
Acting Division Engineer
Paul Vanscoy

cc. R. H. Baldock

PV:AF

FORM 9-A-1 6M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const.
Prog.
[illegible]

January 28th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. Paul VanScoy
Acting Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

In answer to your inquiry concerning the approaches to the Siuslaw Bridge, I beg to advise that this was omitted from the letting of February 6th & 7th, as it was not realized that the bridge was so near completion. However, there is some talk of a special letting in the middle of February, and we will endeavor to get it on at that time. The mayor of Florence has advised that they have been regrading Hamlin Street and wish to have it connected with the highway. Consequently, I am forwarding you a map of Florence with the request that you assign Roberts, or someone in the vicinity, to send us immediately the details concerning where they wish the approach to be made. Whether they have extended Hamlin Street to an intersection with the highway near Station 30, or whether they wish it to be made at Fourth Street. Our cooperation will consist only in building the necessary approach on the right of way itself, as funds cannot be expended on a connection of this character off the highway right of way.

Please have the details of the approach itself, including the yardage and station numbers, submitted immediately.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

FORM 2-A-1 10M 10-26

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
JAN 18 1937
FOR FILING
20-1017

January
14th
1937

IN REPLY PLEASE
REFER TO FILE NO.
495

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

With reference to your letter of January 11 relative to the construction of a connection with the Oregon Coast highway in the town of Florence along Hamlin Street.

Due to a shortage of state equipment, this work was not completed last fall but has been under way for some time and will be completed in the very near future.

NOTED

Very truly yours,

J. N. Bishop

J. N. Bishop
Maintenance Engineer

JNB/er

cc R. H. Baldock

REFERRED TO
Baldock
BY SECRETARY

RECEIVED
JAN 13 1937
FOR FILING

January 11, 1936

Mr. J. M. Bishop
Maintenance Engineer
Building

Dear Sir:

Attached is an excerpt from the Highway Commission minutes of July 30 regarding the construction of a connection to the Oregon Coast Highway in the town of Florence along along Hamlin Street. You will note that the Commission authorized this improvement. Mr. Baldock would like to know whether or not this has ever been completed.

Very truly yours,

HBG:AM

Secretary

encl.

cc - Mr. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

Maint
Highways
Municipal

Sept. 30, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. M. BISHOP

Dear Sir:

Reference is made to your letter of Sept. 29th, relative to the improvement of Hamlin Street in the City of Florence.

This work has not yet been done but we have an extra gang crew working on the approaches to the bridge at Florence and as soon as they are through, the work in connection with the improvement of the street will be started.

Very truly yours,

K. D. LYTLE
Division Engineer

cc. R. H. Baldock

KDL:AF

NOTED
State Highway Engineer

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

1936
OREGON

Maint
Highways
Ore. Coast

Aug. 11, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. N. BISHOP

Dear Sir:

In compliance with your request of August 1st, we are submitting herewith for your approval "Order For State Force Work on Contract Projects", prefix 20-1017 to cover the construction of rock shoulders in Florence on the newly constructed Coast Highway. As mentioned in our previous letter, there ~~is~~ are sufficient funds in this Major Betterment Order to take care of the cost of construction of the shoulders.

Very truly yours,

K. D. LYTLE
Division Engineer

By CDC
C. D. Cannon
Office Engineer

cc. R. H. Baldock

cc. R. Welsh

CDC:AF

NOTED
State Highway Engineer

RECEIVED
JAN 18 1937
FOR FILING
Maint
Highways
Municipal

August 1, 1936

Mr. R. H. Baldock
State Highway Engineer
BUILDING

Dear Sir:

The State Highway Commission at its meeting July 30 authorized the improvement of the Hamlin Street connection to the Oregon Coast Highway, in the town of Florence, the cost of which you estimated at about $1,075. This is to be done under Minor Betterment order.

Very truly yours,

Secretary

HBG:MEL

cc - J M Bishop

COMMISSIONERS
F. CABELL, CHAIRMAN, PORTLAND
H. ALDRICH, PENDLETON
L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

Maint Impr Ore Coast Hwy

July 28, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. [illegible] BISHOP

Dear Sir:

Attached hereto you will find Minor Betterment Work Order 20-1626 in the amount of $980 to cover the construction of rock shoulders in Florence on the newly constructed Coast Highway.

There is money enough in Major Betterment Order 20-1017 to cover the cost of this work. If it will be permissible to charge cost of the shoulder construction against 20-1017 please advise, otherwise kindly approve the attached order.

Very truly yours,

K. D. LYLE
Division Engineer

By CDG
C. D. Gannon
Office Engineer

cc. R. H. Baldock

CDG:[illegible]

ERRED TO
Mr. [illegible]
By State Highway Engineer

I believe that the present connection is inadequate and rather hazardous and would recommend that this be built in lieu thereof. Please take it up with the Hwy. Com.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATE HIGHWAY COMMISSION
SALEM

July
15th
1936

IN REPLY PLEASE
REFER TO FILE NO.

Baldock
way Engineer
e

I am returning herewith the blue print showing t connections at Florence and in accordance with your instructions I have prepared the following estimate of cost of improving the Hamlin Street connection.

It is true that the newly constructed connection from the north end of the Siuslaw River bridge to the business district of Florence is a traffic hazard. Any traffic that could be deflected over some other street would make the highway safer for thru traffic.

The Hamlin street connection is approximately 500 feet long and would cost approximately as follows:

Regrading	800 cubic yards excavation	@ $0.50	$400.00
Surfacing	250 cubic yards	@ 1.50	375.00
Oiling	0-11 specification		300.00
	Total cost of project		$1075.00

Respectfully,

J. N. Bishop
J. N. Bishop
Maintenance Engineer

JNB/er
encl.

R

LL, CHAIRMAN, PORTLAND
. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

July
15th
1936

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I am returning herewith the blue print showing the street connections at Florence and in accordance with your instructions I have prepared the following estimate of cost of improving the Hamlin Street connection.

It is true that the newly constructed connection from the north end of the Siuslaw River bridge to the business district of Florence is a traffic hazard. Any traffic that could be deflected over some other street would make the highway safer for thru traffic.

The Hamlin street connection is approximately 500 feet long and would cost approximately as follows:

Regrading	800 cubic yards excavation	@ $0.50	$400.00
Surfacing	250 cubic yards	@ 1.50	375.00
Oiling	0-11 specification		300.00
	Total cost of project		$1075.00

Respectfully,

J. N. Bishop
J. N. Bishop
Maintenance Engineer

JNB/er
encl.

R

OPY FOR MR. Baldock
From H. B. Glaisyer, Secretary

RESOLUTION

WHEREAS, the improved street connections between the Oregon Coast Highway and the business district of Florence, Oregon, are at present inadequate,

THEREFORE, Be it resolved, by the City Council of Florence in meeting regularly assembled this 14th day of July, 1936 that request be, and is hereby made, to the Oregon State Highway Commission for the improvement of Hamlin Street in the City of Florence from the Oregon Coast Highway to Josephine Street, a distance of feet.

The above resolution is approved and signed by every member of the Florence City Council and the City Recorder as shown below.

Geo. P. Edwards, Mayor of Florence
S. C. Morris, Water and Lights Commissioner
G. J. Nelson, Commissioner Streets and Sewers
G. M. Peterren, Police and Fire Commissioner
Mary T. Andreasen, Florence City Recorder

RESOLUTION

WHEREAS, The Improved Street Connections between the Oregon Coast Highway and the Business District of Florence, Oregon are at present inadequate,

THEREFORE, Be It RESOLVED, by the City Council of Florence in meeting reglarly assembled this 14th day of July, 1936 that Request be, and is hereby made, to the Oregon State Highway Commission for the Improvement of Hamlin street in the City Of Florence from the Oregon Coast Highway to Josephine street- a distance of feet.

The above Resolution is Approved and signed by every member of the Florence City Council and the City Recorder as shown below.

Geo. P. Edwards ---------------- Mayor of Florence.
S. C. Morris ---------------- Water and Lights Commissioner.
G. F. Hesson ---------------- Commissioner Streets and Sewers
G. M. Petersen ---------------- Police and Fire Commissioner.
Marie T. Andreasen ---------------- Florence City Recorder.

July 16, 1936

Mr. George P. Edwards, Mayor

Florence, Oregon

Dear Sir:

Receipt is acknowledged of the resolution, signed by you and the other members of the City Council and the City Recorder of Florence, requesting the Highway Commission to improve Hamlin Street from the Oregon Coast Highway to Josephine Street, in Florence.

This matter will be brought to the attention of the State Highway Commission at the earliest opportunity. In the meantime, copies of your resolution are being forwarded to the individual members of the Commission for their advance information.

Yours very truly,

MC

Secretary

144-G

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.__________

POST OFFICE BUILDING
PORTLAND, OREGON

MAY 29 1936

May 28, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Since the State is doing the construction proposed under Oregon U. S. Public Works project NRM and NRH 144-G (1935), Florence Section of the Oregon Coast Highway, with its own forces and without Federal participation, we are returning herewith for your disposal two sets of plans and three copies of the proposal containing the special provisions, retaining one copy for our files.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

ENCL.

FORM 9-A-1 5M 5-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14407

May 27th, 1938

IN REPLY PLEASE REFER TO FILE NO.

Mr. Glen Roberts
Resident Engineer
State Highway Dept.
Reedsport, Oregon

Dear Sir:

Enclosed please find charges made, out of my office, against Florence-Glenada Construction Job, prefix #20-1017.

Hereafter you will receive, at the close of each month, a list of any and all charges we may have against any of your jobs.

Yours truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

H. G. Smith
Construction Engineer

By

George H. Otten
Landscape Engineer

GHO:AR

cc to: R. H. Baldock
E. A. Collier

NOTED
State Highway Engineer

-144-9

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 28

February 26, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon NRM & NRH 144-G (1935), the Florence section of the Oregon Coast Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Chief Engineer of the Bureau.

Very truly yours,

W. H. LYNCH
District Engineer

By T M Davis
T. M. Davis
Highway Engineer

FORM 8-A-1 16619 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Dec. 26, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

1441B

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. R. PROBERT

Dear Sir:

In response to your letter of Dec. 21st, you will find herewith "Request For Authority For Additional Expenditure" on the Siuslaw River bridge approaches grading and surfacing.

There was a large overrun in excavation single class. The fills at the end of the bridge were designed for 42 foot width but at the request of the Bridge Department were widened out to 60 feet. Several other items in the contract including haul, asphalt and contingencies were reduced approximately $1000. so a net increase of $900.00 is requested. I do not have a copy of the final corrected estimate, which was recently returned to your office by Mr. Benedict or I would make the additional expenditure the exact amount required.

This overrun in excavation was explained in my letter of October 13th, attention Mr. H. G. Smith. The overrun amounted to about 2%. on the entire job.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

144B

December 21, 1934

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

As the authorization for the grading and surfacing of the approaches to the Siuslaw River Bridge is not sufficient to cover the cost of the project, it will be necessary to submit a request for an increase in the authorization.

The request should include an explanation of the excessive overrun in excavation quantities.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

#1631

1448

December 21, 1934

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1631 for the construction of the Siuslaw River Bridge Approaches Section of the Oregon Coast Highway in Lane County, has been completed by the contractors, Edlefsen-Weygandt Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 31, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise, that the total amount paid the above contractors in connection with this contract will be $33,039.86 including the final payment. Of this amount $256.72 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM 8-A-1 10619 15M 9-24
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

1441

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

12-28

Dec. 8, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED
State Highway Engineer

ATTN: H. N. HACKETT

Dear Sir:

Your letter of Dec. 5th, received concerning final records for two projects in this division. The transit notes and 100' map for the Siuslaw River Bridge Approaches were sent to Mr. Smith October 20th. and the cross section and level notes on October 13th, It is possible that the transit notes are in Mr. McCallister's office as Benedict has just checked corrections found by Mr. McCallister.

On October 24th, final records for Agate-Little Butte were sent to Mr. Smith. Included in our list is one book of level and cross section notes and I think the transit notes are in that same book. Please check up on this and if transit notes have not been submitted please advise and I will have them prepared at once by Goodnight.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

Form 338—5M—2-34

[illegible]ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 6, 1934, 193

Section Siuslaw River Bridge Approaches

Kind of work Grading and Surfacing

Highway Oregon Coast

Section prefix 20 PH 144B

Contractor Edlefsen - Weygandt Co.

Contract number 1631

Date of contract May 11, 1934, 193

Date of completion Sept. 8, 1934, 193

Date work started May 14, 1934, 193

Estimated date of completion Aug. 31, 1934, 193

Amount of contract $31,610.40

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 32,790

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 2270, 7 %

Date project was completed Sept. 8, 1934, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Thompson, Titus and myself have spent the entire week in the office on the final for this job. Will have it out early next week.

RECEIVED
OCT 8 1934

Signed A. V. Benedict.

Address Florence, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.06	1.06		0.90	
Miles partially completed					
Miles completed	1.06	1.06		0.90	
Total estimated quantities	41,600 cu.yd.	6270 c.y.		11,800 sq. yd.	
Estimated quantities moved or placed to date	All				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	None				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday	Clear		

FORM 9-A-1 13743 1M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1440

OREGON STATE HIGHWAY COMMISSION

SALEM

September 7, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

The mineral aggregate obtained from State owned stock piles and used in the grading and oiling of the Siuslaw River Bridge approaches were not produced in accordance with the Labor Provisions set forth under the National Recovery Act, therefore it will not be possible to receive payment from the government for the aggregate. We can only collect on the labor of placing it.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

FORM 5-A-1 15874 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Sept. 6, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN. H. G. SMITH

Dear Sir:

In our contract for grading and oiling the Siuslaw River bridge approaches, we have provided for our contractor to obtain most of the mineral aggregate required for the surface treatment from the State owned stockpiles located along the highway approximately 3.5 miles north of Florence. The aggregate in these piles was put out under contract No. 1247 by Kern & Kibbe in 1931 for the Berry Creek-Florence surfacing. Since this material was not placed on the road under the contract for bituminous macadam and oiling in 1932, I presume that the State paid for it.

Is it possible to arrange for the Government to pay for this aggregate, stockpiled under a previous Federal Aid project.

Very truly yours,

cc. R. H. Baldock
EAC:AWF

E. A. Collier
Division Engineer

_____ Stencil No. 12 144-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. Ore. USPW NRH 144-B & NRH & NRM 144-G

POST OFFICE BUILDING
PORTLAND, OREGON

September 1, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

RECEIVED
SEP - 1934
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____________ project agreement and certificate for the above numbered ~~[illegible]~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Encls.

Fron

Hy. 1308

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-144, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of July, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 29th day of October, 1928, a project statement, which was approved by the Secretary on the 14th day of January, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 11th day of April, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of six thousand, eight hundred seventy-four and 45/100 dollars ($6,874.45) as the share of the United States payable under said act on account of Section B of said project, which is ~~does not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 63+20 in Lot 18, Block 1 of Glenada and survey station 71+59.1 at intersection with Oak Street in Glenada

, length 0.158 of a mile~~s~~, in Lane County, being Section B of Oregon U.S.Public Works project No. NRH-144, consisting of 0.158 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known locally as the Glenada section of the Oregon Coast Highway between official control points Coos Bay and Hebo.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—0316

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... B ..... of said project shall not in any event exceed the sum of ..... six thousand, eight hundred seventy-four and 45/100 ....

dollars ($..... 6,874.45 .....), certified to the Secretary of the Treasury as above mentioned, which ~~will~~ ~~not exceed the authorized Federal pro rata share of~~ ....

....

~~dollars ($~~ ..... is ..... ~~xxxxx~~ the approved total estimated cost of Section ..... B ..... of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

.... the State Treasurer ....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon .....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed ~~the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. ....
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Carl Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads

8-5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. [illegible]-14-B. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 6,874.45 as the total estimated cost of said project, and the sum of $ 6,874.45 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of said~~ is the total estimated cost.

Done at the city of Washington, this 23d day of August one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture.~~

By [illegible]
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

FORM S-A-1 13742 15M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 31, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. A. V. Benedict,
Resident Engineer,
Florence, Ore.

Dear Sir:

You may carry the Driver Sprinkler on the Siuslaw River Bridge Approaches at the regular State rate. Not knowing the size of the equipment we do not know the correct rate, but we assume that it will be 50¢ per hour. The correct rate can be obtained from the Coquille Shops.

We do not have any record of the order for sprinkling on this project. Please send in an order through the Division Office immediately.

No extra or state force work shall be started until an approved order has been received from the Salem office. For your information we are attaching Circular Letter No. 14.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock
E. A. Collier

FORM 8-A-1 13143 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

144 P

August [illegible], 1934

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: [illegible] W. G. SMITH

Mr. Benedict Engineer Siuslaw River Bridge approaches, states that he secured from the Coquille shops a water wagon to use in the surfacing operation and would like to know what rate to pay the driver. Will it be necessary to carry him at the wages specified under the Federal regulations or should he be carried at the regular State rate. Will you please advise Mr. Benedict at your early convenience with a copy of your letter to this office.

Very truly yours,

[illegible] Collier
Division Engineer

By
C. B. [illegible]
Office Engineer

CBC:FP

cc R. [illegible] [illegible]

FORM 9 A-1 13743 1EM 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1441

August [illegible], 1934

IN REPLY PLEASE REFER TO FILE NO.

Edlefsen & [illegible]
[illegible] Front [illegible]
Portland, Oregon

Dear Sir:

In the construction of the oil surfacing at Florence, [illegible] it has been decided to omit the second seal and to [illegible] use in the first seal .40 gal. instead of .30 gal. No light cut back will be required. The net quantity of No. 5 road oil required, if specifications are followed exactly, will be 42 to 44 tons.

Since there will be very little travel on this [illegible] section and the amount of light cut back required so [illegible], it was deemed advisable to omit the second seal until the bridge is complete.

Very truly yours,

A. A. C[illegible]
Division Engineer

[illegible]
cc R. H. Baldock
A. W. Benedict
A. C. Y[illegible]

[illegible] Kohler called me [illegible] the amount of cut back [illegible] above arrangement [illegible] better. C.

August 22, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of August 14th, concerning the settlement of right of way matters covered by the supplemental agreement inserted after Page 120 of Contract No. 1631, covering work on Oregon U. S. P. W. Projects NRH 144-B, NRH 144-G and NRM 144-G.

Please be advised that all right of way has been secured on the above projects, except in two instances where it is being secured by condemnation. Accordingly, there is no right of way difficulty at this time that can cause work on the project to be delayed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 14, 1934

[illegible] to [illegible] Bridge

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your Contract No. 1631, covering work on Oregon USPW projects NRH 144-B, NRH 144-G and NRM 144-G.

It has been noted that a supplemental agreement has been inserted after page 120, relative to right of way matters. Will you kindly advise us if all necessary right of way has been obtained and the matters referred to in the supplemental agreement fully settled.

Very truly yours,

W. H. LYNCH
District Engineer

By F. Andrews
F. E. Andrews
Sr. Highway Engineer

FORM 5 A-1 13743 15M 8-34

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM

August 22, 1934.

In Reply Please
Refer to File No.

R. H. Baldock
State Highway Engr.
Salem, Oregon

ATTN: H. B. GLAISYER

Dear Sir:

Edlefsen-Weygandt have requested an extension of time on their Siuslaw River bridge approaches, contract 1631, to October 15th, 1934. The specified date of completion is August 31st, 1934. The consent of their surety company is attached to their request.

No inconvenience to traffic will result from failure to complete on specified date for the reason that the bridge is not built. The increased engineering expense will be nominal for the reason that the resident engineer on the grading is an assistant on the bridge contract. The contract was awarded about two weeks after bids were opened and there was a delay to the contractor on account of our failure to secure right of way through the Roland Steuven property in Glenada. The contractor has completed the grading and placing of the rock sub-base as of this date, but it will require considerable additional time to place the crushed rock surfacing, gravelled shoulders and to construct the oiled surfacing.

I recommend that the extension requested be granted without penalty and I am urging the contractor to expedite completion of his work so that the bituminous macadam can be finished before wet weather.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

NOTED
State Highway Engineer

#1631

144-B

August 21, 1934

Mr, E. A. Collier;
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Please find enclosed copy of a letter from Edlefsen-Weygandt Company requesting an extension of time to October 15th on their contract No. 1631 - Siuslaw River Bridge Approaches Section in Lane County.

Kindly advise us of your recommendations in connection with the granting of this extension so that the matter can be presented to the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM 8-A-1 13743 1EM 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

144-12

20-2

July 13, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATT. : G. S. PAXSON

Dear Sir:

On June 14th, I wrote you that Mr. A. V. Benedict had advised me that you wished the fills at the end of the Siuslaw bridge widened. Please advise what width you wish them made and the distance back from the bridge that the additional width is required.

I would appreciate this information at your earliest convenience as our contractor is making rapid progress with the grading. It is probable that this widening of this will cause an over-run in our grading contract.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AMF

June 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of project agreement estimate for the Glenada Section, Project No. MRH 144-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:GS

Encl.

OREGON STATE HIGHWAY COMMISSION

Oregon State Highway Department

National Recovery Highway
Project No. NRH 144-B

GLENADA SECTION OF THE

OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, June 2, 1934

Sta. 63+20 to Sta. 71+59.1

All Required		Clearing and Grubbing		$ 573.50
11,600	cu. yds.	Excavation, Single Classification	$ 0.27	3,132.00
5,300	yd. mi.	Truck Haul	0.14	742.00
60	lin. ft.	18" Concrete Pipe	2.66	159.60
500	cu. yds.	Rock Sub-base	2.10	1,050.00
130	" "	Crushed Rock Surfacing	2.90	377.00
100	" "	Gravel Shoulders	2.10	210.00
10	" "	Filler	0.40	4.00
10	yd. mi.	Hauling Filler	0.14	1.40
			Sub-total........	$6,249.50
			10% Engr. & Cont.	624.95
			Total.......	$6,874.45

Length 0.158 mile

Cost per mile $43,509.17

National Recovery Highway Funds Requested...................... $6,874.45

State funds for Construction: Chapter 175, Laws 1917, Chapter 31, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

FORM 3-A-1 12748 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

PR-144B

[illegible]

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: HARRY DENSON

Dear Sir:

I was in Florence Saturday and Ponsler asked if it would be possible for us to fill a three-cornered tract lying west of station 35 to 36. He said that when he traded some other lots for this lot with you that you gave it as your opinion that this property would be very close to grade. He said it now appears to be from four to six feet below grade. Please advise if you remember this conversation and if you feel that the State is obligated to make any fill on this property.

The right of way maps of Florence, which I have, do not show exactly the property purchased and retained by the State for right of way. In some cases property is shown in the right of way, which I presume was traded as for instance the tract mentioned above. I would appreciated very much having at your earliest convenience a right of way map covering Florence and Glenada showing the actual right of way acquired by the State and retained for highway purposes.

In Glenada, please advise about the narrow strip in block 4. In Florence, check property in blocks 9 and 10 and blocks 7 and 8, blocks 33, 52 and 43. Each of these show some small corners, which may or may not have been traded off by you.

Has settlement been made with Adams, Morris and Bronniers?

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AMF

FORM 5-A-1 13745 15M 2-34

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION

SALEM

PR-144

May 18, 1934

In Reply Please
Refer to File No.

Mr. E. E. Umphlette,
Resident Engineer,
Eugene, Ore.

Dear Sir:

Mr. A. V. Benedict is reporting today as resident engineer on the Siuslaw River Bridge Approaches. He will supervise this project in connection with his other work on the Coast bridges. You will therefore arrange to turn over such records and data as you already have to him.

Mr. Thompson may remain as long as necessary to complete the work which he has started and make certain that there will be no delay to the contractor by reason of the transfer of engineers.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓
R. A. Collier
F. D. Thompson
A. V. Benedict

CLASS OF SERVICE DESIRED			
~~DOMESTIC~~		FOREIGN	
TELEGRAM		FULL RATE CABLE	
DAY LETTER		DEFERRED CABLE	
NIGHT MESSAGE		NIGHT CABLE LETTER	
NIGHT LETTER		WEEK-END CABLE LETTER	
SHIP RADIOGRAM		RADIOGRAM	

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

COPY

POSTAL TELEGRAPH—CABLE CO.

TELEGRAM

Salem, Oregon May 11, 1934 114-B

Edlefsen-Weygandt Company
Columbia Blvd. and Pennsylvania Avenue
Portland, Oregon

STATE HIGHWAY COMMISSION TODAY AWARDED YOU CONTRACT FOR CONSTRUCTION OF SIUSLAW RIVER BRIDGE APPROACHES BASED ON YOUR BID SUBMITTED APRIL TWENTY SIXTH USING ROAD OIL STOP CONSIDER THIS WIRE YOUR AUTHORITY TO COMMENCE CONSTRUCTION IMMEDIATELY STOP CONTRACT FORMS FOLLOW SHORTLY

H. B. Glaisyer, Secretary

40 wd. Day Letter 1 extra
HBG:jn
10:15 A.M.

follow strictly -

sec

Postal
day letter

Edlefsen Weygandt Co

Portland

State Hghy Comm today awarded you contract for construction of Siuslaw River bridge approaches based on your bid submitted April 26th Using wood oil stop Consider this wire your authority to [redacted] commence construction immediately stop contract forms follow shortly -

Secy

Postal
day letter

FORM 5-A-1 13743 15M 2-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

1441

May 31, 1934.

Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: [illegible] SMITH

Dear Sir:

A week or so ago I requested that house "H", formerly belonging to [illegible] at the north east corner of the Siuslaw bridge, be not sold for $6.00 and advised that we had moved into it for an office on the grading operation. I understood Mr. Glaisyer over the phone to say that house "G" has been retained for this purpose. It is probable that all grading and surfacing on this contract will be finished within the next two months. During this period it is not likely that either house would interfere with the bridge contractor's operations in the vicinity of the end of the bridge.

Please advise at your early convenience, which house is, if either, has been retained and if house "H" has been sold I will make arrangements to move out of it.

Very truly yours,

E. [illegible] Collier
Division Engineer

cc. R. H. Baldock
[illegible]

W. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 31, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In re status of sale of buildings in Florence, wish to advise that with the exception of building "G" all have been sold as per the attached summary of itemized bids received on May 17th, 1934.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock

M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

6-1

IN REPLY PLEASE
REFER TO FILE NO.

May 20 1934

Mr R H Baldock ✓
State Highway Engineer
Salem Oregon

Attention Mr H G Smith

Dear Sir;

In regard to office for Benedict at Florence we have moved into the Ponsler house for temporary at least. This is the old shack at Adams and Main St and I suggest we do not sell it at present for $6. as bid. Should it be in the way of the bridge contractor before the grading job is finished, say in two months, Benedict can move elsewhere.

The house just west of the Morris machine shop is an old shack used for a morgue at present rent $5 per month and the former owners think they should get this rent until they receive pay from the State. The floors have settled all around the outside walls. The roof looks fair but leaks some and I do not think it suitable for bridge engineer office which would have to be occupied next winter.

Yours Truly
E A Collier
Division Engineer

N G

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 10, 1934

RECEIVED

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract to Edlefsen-Wygant Co., of Portland, Oregon, who submitted the low bid on Oregon U. S. Public Works Project NRH 144-B, in accordance with your telephone conversation with the writer on this date.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Ton

CONTRACT #1632,
1647,

NRM 168-G South Unit, Portland-Milwaukie Sec. 1934

1632
1647

FORM 5-A-1 5M 2-37

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BAL
State Highwa
Salem

OREGON STATE HIGHWAY COMMISSION

SALEM

In Reply Please
Refer to File No.

June 24, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Milwaukie Ramp

Attention: H. G. Smith

Dear Sir:

The contractors will want to start work grading the Milwaukie Ramp in the near future. On May 19th you wrote asking me to advise you by telephone whether there was any objection, from our point of view, to vacating a portion of S. E. 13th Avenue in favor of the Southern Pacific as a sort of trade for the additional right of way required for the Milwaukie Avenue ramp. I telephoned you on the 20th recommending vacation to the Southern Pacific under the circumstances, although I had previously recommended by letter that we retain this area because part of it was already covered by our slopes and we did not want any building constructed thereon.

Mr. Feikert told me his Railroad Company would not permit any buildings on this and would retain it for right of way for their proposed future K Line.

I have just received a copy, dated June 19th, in which J. W. DeSouza advises E. L. King that it would be inadvisable to agree to the vacation of S. E. 13th Avenue. I notice that apparently no copy was made for you of this letter.

Will you please attempt to secure ramp right of way at an early date and advise me, so there will be no hold-up in construction.

Very truly yours,

R. A. COLLIER
DIVISION ENGINEER

RAC:DP
CC R. H. Baldock

RECEIVED
JUN 11 193
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE No. 168-G

POST OFFICE BUILDING
PORTLAND, OREGON

June 7, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Proj. NRM 168-G (1935), South Unit, Portland-Milwaukie Section, East Portland-Oregon City Highway, Clackamas County, was made by a representative of this office on May 10, 1937. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

Jor

FORM 5-A-1 5M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 8, 1937

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 12 1937
FOR FILING

168-9

Mr. G. S. Paxson
Bridge Engineer
OFFICE

NOTED
State Highway Engineer

Dear Sir:

The State Highway Commission at its meeting on March 26 authorized an expenditure of approximately $3,000 for the construction of a safety island eight feet wide on the East Portland-Oregon City Highway at the Oak Avenue intersection.

Very truly yours,

HBG:AM

Secretary

cc - Mr. R. H. Baldock
Mr. J. N. Bishop
Mr. H. G. Smith

/

RECEIVED
MAR 3 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No.

Stencil No. 124
Oregon NRM 168-G (1935)
Milwaukie Section of the
East Portland-Oregon City Hwy.

March 1, 1937

168-9

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encls.

Tron

2186 3

Form P. R. 2

State Oregon

U. S. Public Works Highway

Project No. NRM 160-C (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of January, 1937

by and between **The Oregon State Highway Commission**, constituting

for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto: **particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):**

Whereas the Highway Department of said State submitted on the **4th** day of **December**, 19**33**, ~~a~~ **revised** project statement, which was approved by the Secretary on the **31st** day of **January**, 19**34**, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section **G** of said project which were recommended for approval by the United States District Engineer on the **21st** day of **July**, 19**36**; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of **seven thousand, seven hundred ninety-four and no/100** dollars ($**7,794.00**) as the share of the United States payable under said act on account of Section **G** of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934, (Public No. 393, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 308+00, on Front St., 100 ft. north of the south city limits of Milwaukie, and ending at survey station 325+03, on Front St., 50 ft. north of the intersection with Jefferson Street in Milwaukie; (excepting therefrom that bridge over Kellogg Lake Outlet, survey station 319+50.1 to 319+77.7

, length 0.318 of a mile~~s~~, in Clackamas County, being Section G of U.S. Public Works Highway / Oregon project No. NRM 168 (1935) /, consisting of 0.318 of mile~~s~~ of ~~roadway~~ roadside improvement and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of seven thousand, seven hundred ninety-four and no/100 dollars ($ 7,794.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seven thousand, eight hundred thirty-eight and no/100 dollars ($ 7,838.00), the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927; (Include reference to statute authorizing Chap. 88, Laws of 1931. funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 15th day of Feby, 1937

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department a~~s~~ U. S. Public Works Highway (1935) Project No. ERM 168-G State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 7,838.00 as the total estimated cost of said project, and the sum of $ 7,794.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 15th day of Feby one thousand nine hundred and thirty-seven

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—4839

[illegible]

Oregon State Highway Department Project No. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Salem, Oregon, November [illegible]

Item No.	[illegible]			
[illegible]	All Required.	Right of Way Clearance		$ 50.00
[illegible]	[illegible]	Excavation, Single Classification	$ 0.4[illegible]	180.00
[illegible]	[illegible]	[illegible]	1.00	200.00
[illegible]	[illegible]	[illegible]	0.40	20.00
[illegible]	[illegible]	[illegible]	0.15	7.50
[illegible]	[illegible]	Removal of Old Pavement	0.40	[illegible]
[illegible]	[illegible]	[illegible]	0.30	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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RECEIVED
MAY 24 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. 17-4-4

November 27, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon U.S.Public Works project NRM 168-G (1935), Milwaukie roadside improvement project, and to your letter of November 24th enclosing an estimate for use as the basis for project agreement.

It is noted that no unit cost analysis or segregation is shown, and our recommendation for approval is subject to such changes as may be requested by our Washington office, and that materials, plants, etc., be purchased through competition.

This will constitute your authority to proceed with this work with State forces.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Copy sent to Mr. Otten

November 24, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the Milwaukie Roadside Improvement Project, Project No. NRM 168-G (1935), which estimate is based on the estimate used for comparison of bids received August 5, 1936. Since the bids received were excessive and rejected, it is now our desire to construct the project on a force account basis, providing this procedure meets with your approval.

To conform the participating work with the statement made in your letter of August 15, 1936, that government funds could not be used in the construction of the foundation and steps for the proposed monument, these items have been deleted from the estimate. It is now proposed that this work will be done by the City of Milwaukie at the time the monument is constructed.

The plan quantity summary sheet has been revised accordingly, and five blueprint copies are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department Project No. NRM 168-G (1935)

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN

CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on estimated costs of construction by State Forces.)

Salem, Oregon, November 23, 1936

Roadside Improvement (Sta. [illegible]+00 to Sta. [illegible])

All Required		Right of Way Clean-up		$ 50.00
360	cu. yds.	Excavation, Single Classification	$0.50	180.00
200	cu. yds.	Trench Excavation	1.00	200.00
400	yd. stas.	Overhaul	0.05	20.00
50	yd. mi.	Truck Haul	0.15	7.50
670	sq. yds.	Removal of Old Pavement	0.40	268.00
310	lin. ft.	Removal of Curb	0.10	31.00
830	lin. ft.	Reinforced Concrete Gutter	0.35	290.50
90	lin. ft.	Stone Drain Troughs	1.50	135.00
58	cu. yds.	Cement Rubble Masonry	15.00	870.00
770	sq. yds.	Concrete Sidewalks	1.50	1,155.00
110	lbs.	Metal Reinforcement	0.06	6.60
220	sq. yds.	Asphalt-bound Rock Footpath	0.75	165.00
4	only	Barricade Posts	5.00	20.00
850	cu. yds.	Excavating and Placing Top Soil Cover	0.80	680.00
1,700	yd. mi.	Haul Top Soil	0.15	255.00
2	M-FBM	Shear Boards	35.00	70.00
235	lin. ft.	2" Pipe for Irrigating System	0.40	94.00
270	lin. ft.	1½" Pipe for Irrigating System	0.35	94.50
1,150	lin. ft.	1¼" Pipe for Irrigating System	0.30	345.00
1,950	lin. ft.	1" Pipe for Irrigating System	0.25	487.50
900	lin. ft.	3/4" Pipe for Irrigating System	0.20	150.00
1,150	lin. ft.	½" Pipe for Irrigating System	0.20	230.00
5	only	1" Control Valves	5.00	25.00
4	only	½" Drain Valves	1.40	5.60
20	only	3/4" Hose Valves	1.25	25.00
2	only	Flush Boxes	2.00	4.00
30	only	Whole Circle Sprinkler Heads	0.75	22.50
38	only	Half Circle Sprinkler Heads	0.70	26.60
2	only	50' Length 3/4" Garden Hose	8.00	16.00
2	only	Lawn Sprinklers	2.50	5.00
1	only	"T" Extension Valve Key, Wheel Handle	1.00	1.00
60	only	Acer circinatum	1.00	60.00

10	only	Acer palmatum	$2.00	$ 20.00
4	only	Azalea altaclare	1.60	6.40
33	only	Azalea hinodegiri	1.05	34.65
19	only	Azalea kurume asahi	1.70	32.30
64	only	Berberis buxifolia	0.60	38.40
10	only	Berberis wilsonae	0.60	6.00
156	only	Chamaecyparis lawsoniana Clipped Hedge	1.50	234.00
13	only	Cornus nuttali	1.00	13.00
8	only	Daphne odora	2.00	16.00
51	only	Deutzia gracilis	0.35	17.85
11	only	Philadelphus coronarius	0.75	8.25
8	only	Rhododendron catawbiensis cynthia	1.60	12.80
6	only	Symphoricarpos racemosis	0.50	3.00
4	only	Acer platanoides	1.25	5.00
2	only	Acer platanoides schwedleri	1.35	2.70
5	only	Betula alba	1.10	5.50
11	only	Chamaecyparis lawsiomiana	1.25	13.75
2	only	Crataegus oxyacantha	2.00	4.00
1	only	Liquidambar styraciflua	4.00	4.00
2	only	Prunus triloba	1.25	2.50
2	only	Robinia pseudoacacia	1.25	2.50
3	only	Thuja occidentalis pyrimidalis	10.00	30.00
3	only	Quercus coccinea	1.30	3.90
72	only	Planting Flowering Cherry Trees	0.30	21.60
2,100	only	Planting English Ivy Vines	0.10	210.00
8	M-Sq. ft.	Lawn Construction	20.00	160.00
17	cu. yds.	Cow Manure	4.00	68.00
0.5	ton	Blood Meal	70.00	35.00
0.5	ton	Bone Meal	50.00	25.00
10	bales	Hauling and Placing Peat Moss	2.50	25.00
		Subtotal		$ 7,086
		10% Engr. & Cont.		708
		Total		$ 7,794

Length of Roadside Improvement 0.318 mile
Cost per mile $24,509

NRM (1935) Funds Requested- $ 7,794

Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

NON-PARTICIPATING ITEMS FURNISHED BY STATE

72		Flowering Cherry Trees	$ - -	$ - -
2,100		English Ivy Vines	0.014	29.40
10	bales	Peat Moss	1.50	15.00
				$ 44.40

Oregon State Highway Department Project No. NRM 168-G (1935)

FOURTH UNIT, PORTLAND-MILWAUKIE SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN

CLACKAMAS COUNTY

as basis for project agreement. Based on estimated costs
(Estimate ~~to accompany plans and specifications. Not as basis for project agreement.~~)
to construct by State Forces)

New
Salem, Oregon, ~~July 7~~, 1936

Roadside Improvement (Sta. 308+00 to Sta. 325+03)

All Required		Right of Way Clean-up		$ 50.00	
360	cu. yds.	Excavation, Single Classification	$ 0.50	180.00	
200	cu. yds.	Trench Excavation	1.00	200.00	
400	yd. sta.	Overhaul	0.05	20.00	
50	yd. mi.	Truck Haul	0.15	7.50	
670	sq. yds.	Removal of Old Pavement	0.40	268.00	
310	lin. ft.	Removal of Curb	0.10	31.00	
830	lin. ft.	~~Asphaltic~~ Concrete Gutter	0.35	290.50	
90	lin. ft.	Stone Drain Troughs	1.50	135.00	
58	cu. yds.	Cement Rubble Masonry	15.00	870.00	
770	sq. yds.	Concrete Sidewalks	1.50	1,155.00	
~~9~~	~~cu. yds.~~	~~Class "A" Concrete~~	~~25.00~~	~~225.00~~	
110 ~~180~~	lbs.	Metal Reinforcement	0.06	~~10.80~~	6.60
220	sq. yds.	Asphalt-bound Rock Footpath	0.75	165.00	
4	only	Barricade Posts	5.00	20.00	
850	cu. yds.	Excavating and Placing Top Soil Cover	0.80	680.00	
1,700	yd. mi.	Haul Top Soil	0.15	255.00	
2	M-FBM	Shear Boards	35.00	70.00	
235	lin. ft.	2" Pipe for Irrigating System	0.40	94.00	
~~135~~	~~lin. ft.~~	~~2½" Pipe for Irrigating System~~	~~0.40~~	~~54.00~~	
270 ~~135~~	lin. ft.	1½" Pipe for Irrigating System	0.35	~~47.25~~	94.50
1,150	lin. ft.	1¼" Pipe for Irrigating System	0.30	345.00	
1,950	lin. ft.	1" Pipe for Irrigating System	0.25	487.50	
900	lin. ft.	¾" Pipe for Irrigating System	0.20	180.00	
1,150	lin. ft.	½" Pipe for Irrigating System	0.20	230.00	
5	only	1" Control Valves	5.00	25.00	
4	only	¾" Drain Valves	1.40	5.60	
20	only	½" Hose Valves	1.25	25.00	
2	only	Flush Boxes	2.00	4.00	
30	only	Whole Circle Sprinkler Heads	0.75	22.50	
38	only	Half Circle Sprinkler Heads	0.70	26.60	

2	only	50'-length ¾" Garden Hose	$ 8.00	$ 16.00
2	only	Lawn Sprinklers	2.50	5.00
1	only	30" Extension Valve Key, Wheel Handle	1.00	1.00
60	only	Acer circinatum	1.00	60.00
10	only	Acer palmatum	2.00	20.00
4	only	Azalea altaclare	1.60	6.40
33	only	Azalea hinodegiri	1.05	34.65
19	only	Azalea kurume asahi	1.70	32.30
64	only	Berberis buxifolia	0.60	38.40
10	only	Berberis wilsonae	0.60	6.00
156	only	Chamaecyparis lawsoniana Clipped Hedge	1.50	234.00
13	only	Cornus nuttali	1.00	13.00
8	only	Daphne odora	2.00	16.00
51	only	Deutzia gracilis	0.35	17.85
11	only	Philadelphus coronarius	0.75	8.25
8	only	Rhododendron catawbiensis cynthia	1.60	12.80
6	only	Symphoricarpos racemosis	0.50	3.00
4	only	Acer platanoides	1.25	5.00
2	only	Acer platanoides schwedleri	1.35	2.70
5	only	Betula alba	1.10	5.50
11	only	Chamaecyporis lawsioniana	1.25	13.75
2	only	Crataegus oxyacantha	2.00	4.00
1	only	Liquidambar styraciflua	4.00	4.00
2	only	Prunus triloba	1.25	2.50
2	only	Robinia pseudoacacia	1.25	2.50
3	only	Thuja occidentalis pyrimidalis	10.00	30.00
3	only	Quercus coccinea	1.30	3.90
72	only	Planting Flowering Cherry Trees	0.30	21.60
2,100	only	Planting English Ivy Vines	0.10	210.00
8	M-sq.ft.	Lawn Construction	20.00	160.00
17	cu. yds.	Cow Manure	4.00	68.00
0.5	tons	Blood Meal	70.00	35.00
0.5	tons	Bone Meal	50.00	25.00
10	bales	Hauling and Placing Peat Moss	2.50	25.00
		Subtotal		$ ~~7,322.35~~ 7086.
		10% Engr. & Cont.		~~732.23~~ 708.
		Total		$ ~~8,054.58~~ 7794

Length of Roadside Improvement 0.318 mile

Cost per mile $ ~~2,532.88~~ 2450.9

NRM (1935) Funds Requested- - - - - - - - - - - - - - - - - - $ ~~8,054.58~~ 7794.

Funds for maint. Chap 41, Laws 1927: Chap 88, Laws 1931

NON-PARTICIPATING ITEMS FURNISHED BY STATE

72		Flowering Cherry Trees	$ - -	$ - -
2,100		English Ivy Vines	0.014	29.40
10	bales	Peat Moss	1.50	15.00
				$ 44.40

[illegible] 7 copies [illegible] for Bureau

Milwaukie Roadside Improvement Project

No. 50

MISCELLANEOUS PROVISIONS

Signs to Be of Standard Designs:

The signs to be furnished and used by the contractor in directing, controlling and safeguarding traffic shall conform with the standard sign designs of the State Highway Department, copies of which sign designs will be furnished the contractor upon request.

The signs may be purchased of the State Highway Department if the contractor so desires.

Truck Loads to Be Leveled:

To facilitate the accurate measurement of those of the materials to be furnished under this contract which are to be measured by volume in trucks, the contractor shall, by striking-off or by other suitable means, bring each load to a level surface with all corners completely filled.

Pay Rolls:

The copies of pay rolls to be submitted to the engineer by the contractor, as elsewhere herein specified, shall be prepared in full conformance with all of whatever requirements the engineer may find it necessary to prescribe in order to comply fully with all rules, regulations and instructions prescribed for pay roll preparation by the U. S. Bureau of Public Roads.

The number of copies of each pay roll to be submitted to the engineer shall be three (3), regardless of the fact that elsewhere herein the number of copies to be furnished is stated to be two.

Deductions for Medical Service:

Such reasonable pay roll deductions for medical service and hospitalization, as are authorized by state law, may be made, and the amounts thereof considered parts of the wages paid the employees affected, it being understood that with reference to that matter, this special provision takes precedence over the provision relative to the same matter which appears in the sixth paragraph on Sheet 12 of these special provisions.

Employment Agency:

The employment lists from which the labor for this project is to be selected will be prepared by the Oregon State Employment Service at Oregon City.

[illegible] for Bureau

In preparing the employment lists, the agency will not be expected to confine the listings to persons registered at its own office, but may, if it deems it advisable, include persons registered at other national or state employment offices in the State.

Labor from Cities:

As the primary objective of this project is to relieve unemployment and to remove persons from the public relief rolls, and as the heaviest relief loads and the greatest proportions of unemployment are in cities and towns, the contractor, in the execution of the work to be done under the contract, shall secure his unskilled and intermediate grade labor from the cities of Milwaukie, Oregon City and Portland and their immediate vicinities, to the extent that it is available and certified in the employment lists furnished by the designated employment agency.

The above paragraph is not to be construed as prohibiting the designated employment agency from, at its discretion, including in the employment lists, employables residing in the immediate vicinity of the work.

Wage Rates and Employment Conditions Must Be Such as Will Attract Labor:

It shall be understood to be a responsibility of the contractor to pay wage rates sufficiently high and/or provide continuity of employment and other conditions of employment sufficiently attractive, to draw qualified labor to the work from the cities above mentioned and, in cases where qualified labor is not available in those cities, from whatever other part or parts of the State the desired class or classes of labor may be available.

Limitations on Obligations of Employment Agency:

It shall not be considered an obligation of the employment agency to supply qualified labor at the specified minimum wage rates or to supply qualified labor from the county in which the work is located, and when failure of the contractor to obtain qualified labor from the lists furnished him is due solely or in major part to the wages offered being too low or the conditions of employment offered being insufficiently satisfactory to attract the labor from the points at which it is available, it shall not be considered that the employment agency has failed in the carrying out of its functions or that the employment agency is unable to furnish qualified labor.

It shall not be an obligation of either the employment agency or the State to furnish skilled labor or supervisory labor for the work. The employment agency will, however, if the contractor so requests, furnish labor of those classes if, and when, it has them available.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

August 15, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon NRM 168-G (1935), Roadside Improvement of the Milwaukie Section of the East Portland-Oregon City Highway.

At the time these papers were reviewed we advised your office that we questioned the eligibility of the monument foundation and steps for Federal funds, and our recommendation for approval was subject to further review by our Washington office.

We are now in receipt of a review by our Washington office, who advise that the general layout proposed for this project appears to be satisfactory from the standpoint of design. It is noted that no provision other than the existing paved highway width is made for the temporary parking of motor vehicles which may have occasion to stop at the monument although examination of the typical section on sheet 2 indicates there is an extra lane available for such emergency use and that possibly no hazard will be created by reason of the placement of a memorial tablet at this location without extra provisions for the brief stopping of vehicles. This comment is noted here because safety considerations require that no construction features which tend to encourage stopping along arterial highways be allowed as items of work in highway projects if in the opinion of the District Engineer they may increase traffic hazards unless adequate provision is made for parking off the travelled way. Experience indicates that "safety turnouts" are usually an essential part of the problem where historic markers are typically placed along through highways although the submitted design in this case may be considered as adequate in this respect.

The Bureau is sympathetic to the State's request for inclusion of the base of the memorial for Federal participation, but highway funds can hardly be construed as being available for special items of this character. There is no question but that the necessary landscape grading, construction of pedestrian and motor vehicle facilities, and provision for vegetative cover and other plantings in connection with the proposed work are eligible for Federal participation. The grading and surfacing of the area in the immediate vicinity of the monument is indicated as a widening of the concrete sidewalk to provide adequate space for pedestrians congregating at the memorial site and may be considered, therefore, as participating items because such construction tends to eliminate possibilities of hazard to pedestrians. We believe, however, that these items represent the maximum extent to which we would be justified in participating with Federal funds. Any additional facilities such as foundation, base and steps, which the State or local community might desire to incorporate as special construction would have to be provided with other than Federal funds.

In examination of the plans it is observed that 26 kinds of plants are indicated in the summary list of items of work on sheet 2. While this large number of varieties of material may not be so objectionable for use in this particular project, it is believed the State will find it mutually desirable and usually advantageous in future projects to limit the number of kinds to five, or at the most, ten plant items and thus simplify the planning and execution of the work, as well as the character of the finished product when completed.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Hwy. Engineer

[illegible]

Oregon State Highway Department [illegible]

[illegible]

Salem, Oregon, [illegible]

[illegible]

Excavation, Without Classification [illegible]

Trench Excavation [illegible]

[illegible]

[illegible]

Subtotal [illegible]

[illegible]

Total [illegible]

[illegible]

FORM 5-A-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

168-G

August 19th, 1936

Mr. George H. Otten
Landscape Engineer
Office

Dear Sir:

Herewith report from W. H. Lynch, District Engineer, Bureau of Public Roads on Oregon NRM 168-G (1935), Roadside Improvement of the Milwaukie Section of the East Portland-Oregon City Highway. By this report, they refuse to cooperate on the foundation and steps for the monument to be erected on that site.

If such a monument is to be built, the sponsors must provide these facilities, but it is my suggestion that they be omitted from the design and the monument occupy a minor portion of the landscape scene. The State Highway Department has taken very little part in the erection of such monuments except perhaps occasionally assisting in the transportation of suitable rock, and I believe it is undesirable to encourage any expense or responsibility in connection with such monuments, the historical significance of which is questionable.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

168-G

July 18, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We refer to your letter of July 13th concerning the Milwaukie Roadside Improvement Project (NRM 168-G, 1935).

The monument base provided for in the plans is to support a large roughly hewn rock to be furnished and placed by the Daughters of the American Revoltuion, which rock, together with a bronze placque which it will bear, is to serve as a monument to Father Desmet, an early Catholic missionary and a figure of considerable importance in the early history of the West. The local D. A. R. organization has planned for some time to erect a monument at this location, and it seems rather more desirable to have the monument made a part of the roadside improvement than to have it erected independently in some manner that might not coordinate well with the roadside improvement work.

If the monument base cannot be included in the project as a participating item, we will handle it as a non-participating item, paying for it from state funds.

To eliminate possible objection to the asphaltic concrete gutters called for by the original plans, we have revised the plans to call for Portland cement concrete gutters. Also, in accordance with your suggestion, we have shown on the revised plans the elevation of the top of the cement rubble masonry retaining wall.

Copies of the revised plans and specifications were sent to you yesterday. The only change required in the estimate is a change in the name of the gutter. We ask that you change that item to read "Reinforced Concrete Gutter." No change in unit price is necessary.

We would like, if possible, to receive bids for the project on August 5th.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

July 13, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. papers covering landscaping of Oregon NRM 168-G (1935), the Milwaukie Section of the East Portland-Oregon City Highway.

In reviewing these papers it is noted that a concrete monument base is included. We question as to whether this work is eligible for Federal funds, and further information as to the purpose, etc., of this monument is desired.

It is also noted that no elevation is given for the cement rubble masonry wall.

For gutters the plans and specifications call for asphalt gutter. This gutter is to be composed of 3" rock base with 3" asphaltic concrete top. It would seem that the construction of a gutter of this type to proper cross section would be rather difficult and we question why a cement concrete gutter is not specified.

Project papers will be held here pending receipt of your reply to the above.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

[illegible] -
[illegible]
[illegible]

July 13, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. papers covering landscaping of Oregon NRH 168-G (1935), the Milwaukie Section of the East Portland-Oregon City Highway.

In reviewing these papers it is noted that a concrete monument base is included. We question as to whether this work is eligible for Federal funds, and further information as to the purpose, etc., of this monument is desired.

It is also noted that no elevation is given for the cement rubble masonry wall.

For gutters the plans and specifications call for asphalt gutter. This gutter is to be composed of 3" rock base with 3" asphaltic concrete top. It would seem that the construction of a gutter of this type to proper cross section would be rather difficult and we question why a cement concrete gutter is not specified.

Project papers will be held here pending receipt of your reply to the above.

Very truly yours,

W. H. LYNCH
District Engineer

118-9

June 15, 1936

Shattuck & Neland
2014 N. W. Glisan St.
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of November 28, 1934 and May 31, 1935 for extensions of time in which to complete your contract for the construction of the Milwaukie Undercrossing on the East Portland-Oregon City Highway. There follow excerpts from the minutes of the State Highway Commission meetings held on January 31, 1935 and June 5, 1935 respectively covering this matter:

"Shattuck & Neland, Contract No. 1647, construction of the Milwaukie Undercrossing Section of the East Portland-Oregon City Highway in Clackamas County, requested an extension of time of two months to March 31, 1935 in which to complete this project as they were delayed two months in starting the construction operations pending completion of certain work in connection with the job which was to be performed by the Southern Pacific Company. The Engineer advised that subsequent to the award of this contract some changes were made in the schedule of operations by the railroad company's forces which delayed Shattuck & Neland about two months in commencing their work; wherefore, on account of the fact that the delay was no fault of these contractors, he recommended that the extension requested be granted without penalty. The Commission approved this recommendation by unanimous vote."

" The Commission had under consideration the request from contractors Shattuck & Neland for an additional extension of time of 10 days, from March 31, 1935 to April 10, 1935, within which to complete their contract No. 1647 covering construction of the Milwaukie Undercrossing on the East Portland-Oregon City Highway in Clackamas County. They gave as their reason for the delay that they were held up by failure of the Southern Pacific Company to complete certain things which that company was required to do under the provisions of the contract. The Engineer advised that the contractors completion date for this structure was controlled by the progress of the railroad company in placing their girders and the delay was occasioned by circumstances entirely beyond the control of the contractor. He recommended the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

168-g

May 28, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the final voucher recently submitted for the South Unit, Portland-Milwaukie Section, Project No. NRM 168-G.

The final costs for the 52', 62' and 54' roadway sections overran the estimated costs, but the costs for the 44' roadway section and the structures show sufficient underrun to result in the total cost of the project being less than estimated.

Accordingly, it is our request that the excess Federal Funds set up for those portions of the work where underruns occurred be utilized to cover the additional costs on the other portions of the project.

The final voucher was prepared on this basis in anticipation that the procedure would meet with your approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

MAY 20 1936

May 19, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the final vouchers recently submitted for Oregon USPW projects NRH 168-F and NRM 168-G.

As explained in connection with NRS 246-A (1935) and NRS 251-A (1935), it will be necessary that we have a letter for each project in triplicate, requesting that the overrun in cost of the roadway sections be paid for out of funds made available by the underrun in cost of the bridge sections.

We do not find copies of test reports for treated timber and piling and structural steel used on the Southern Pacific Company underpass structure. Will you please furnish us with copies of the test reports if you have them, or give us a definite statement to the effect that tests were made and the materials shown to be satisfactory.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

SEPTEMBER
14th
1935

United States Fidelity & Guaranty Company,
G. B. Eckles, Ageth,
Bedel Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1647 for the construction of the Undercrossing near Milwaukie, has been completed by the contractors, Shattuck & Heland, and that final settlement will be made by the State to the said contractors for work done under the said contract, on or after September 24.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied. You are advised that the State assumes no responsibility for any such claims, should there be any.

This notification is being served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise you that the total amount paid the above contractor in connection with this contract will be $8,461.46; force account $129.68.

Yours very truly,

STATE HIGHWAY COMMISSION

By

JM:D

1689

August 24, 1935.

Mr. R. H. Baldock

Herewith contracts for Shattuck & Neland adjustment (five copies) in the amount of $225.00. This is exactly as approved by you some time ago and is ready for the Commission's signature.

I would be very glad if it could be presented to the Commission as soon as possible so that we can final out the contractor and get this job closed up.

C. B. McCullough

CBM:AP

cc H. B. Glaisyer

#1609

1687-g

August 6, 1935

Nickum & Kelly Sand & Gravel Co.
East Water and East Alder Streets
Portland, Oregon

Attention: Mr. A. H. Sobieski

Gentlemen:

This acknowledges receipt of your letter of August 5 releasing your claims against Edlefsen-Weygandt Co. for the materials used in the construction of the Wilaukee-Island Section of the Super Highway, Portland to Milwaukee. I wish to thank you for this information which I am passing on to the contractor and the surety on the bond furnished in connection with this job.

We presume that the job you refer to in your letter is our contract No. 1609 awarded to Edlefsen-Weygandt Co. for the grading and paving of the South Unit, Portland-Milwaukee Section of the East Portland-Oregon City Highway in Clackamas County. The information that you have given us is being recorded against that job.

Very truly yours,

HBG:OG

Secretary

[illegible]

August 6, 1935

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

Enclosed please find copy of a letter received this date from Nickum & Kelly Sand and Gravel Co. notifying us of release of their claims against Edlefsen-Weygandt Co. for materials used in connection with their contract No. 1609.

This information is being furnished to you inasmuch as you appear as surety on the bond furnished by Edlefsen-Weygandt Co.

Very truly yours,

HBG:OG

Secretary

CC Edlefsen-Weygandt Co.
Columbia Blvd.&N.Calvert Ave.
Portland, Oregon

PHONE EAST 0359

NICKUM & KELLY SAND & GRAVEL CO.

WASHED AND SCREENED SAND AND GRAVEL DELIVERED
TO ALL PARTS OF THE CITY BY AUTO TRUCK

TOWING, DREDGING AND HOISTING

OFFICE AND BUNKERS
EAST WATER AND EAST ALDER STREETS

PORTLAND, OREGON

August 5th.1935

Oregon State Highway Commission
Salem
Oregon

Gentlemen:-

We hereby wish to release all our claims against Edlefsen-Weygandt Co,for material used in the construction of Milwaukee-Island Section of Super Highway,Portland to Milwaukee.

Yours Very Truly
Nickum & Kelly Sand & Gravel Co
A. M. Sobieski
Secy-Treas.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON DELAYS CAUSED BY STRIKES, FLOODS, FIRE, ACCIDENTS, CAR SUPPLY AND OTHER CONDITIONS BEYOND OUR CONTROL.

1687+9

#1609

August 1, 1935

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1609 for the construction of the South Unit - Portland-Milwaukie Section of the East Portland-Oregon City Highway in Clackamas County has been completed by the contractors, Edlefsen-Weygandt Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 10, 1935.

The State has been advised of a claim of Nickum & Kelly Sand & Gravel Company, Portland, for sand furnished in amount of $2,600.00. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly akknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $162,314.75 including the final payment. Of this amount $809.40 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

July 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Proj. NRH 168-F and NRM 168-G, South Unit, Portland-Milwaukie Section, East Portland-Oregon City Highway, was made by a representative of this office on June 28, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

[illegible] Completion Reports

#1647

April 23, 1935

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Office

Dear Sir:

Contract #1647 with Shattuck & Neland for the construction of an undercrossing in Milwaukie was completed April 10, 1935.

Authority is hereby requested to make final payment on this project.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

DD DK

approved by commission April 23, 1935 —
HBG

OK

1688

March 29, 1935

Shattuck & Neland
2014 N. W. Glisan St.
Portland, Oregon

Gentlemen:

Your request for an extension of time on Contract No. 1647 was considered at the meeting of the State Highway Commission on January 31, and the following action was taken:

> "Shattuck & Neland, Contract No. 1647, construction of the Milwaukie Undercrossing Section of the East Portland-Oregon City Highway in Clackamas County, requested an extension of time of two months to March 31, 1935 in which to complete this project as they were delayed two months in starting the construction operations pending completion of certain work in connection with the job which was to be performed by the Southern Pacific Company. The Engineer advised that subsequent to the award of this contract some changes were made in the schedule of operations by the railroad company's forces which delayed Shattuck & Neland about two months in commencing their work; wherefore, on account of the fact that the delay was not fault of these contractors, he recommended that the extension requested be granted without penalty. The Commission approved his recommendation by unanimous vote."

Very truly yours,

Secretary

AJ
Chandler

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon ~~NRH 168-F &~~
NRM 168-G

March 23, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered [illegible] projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jun

Hyp. 21862

Oregon U. S. Public Works
Project No. NRH 168, Section F.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 25, 1934, by the Oregon State Highway Commission, and on August 16, 1934, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Project No. NRH 168, Section F; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section F be increased from $120,000.00 to $141,030.48:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the estimate approved for said Section F be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred forty-one thousand, thirty and 48/100 dollars ($141,030.48) as the share of the United States payable under said act on account of Section F of said project, which is the approved total estimated cost thereof;"

Clause (a) of Article I shall read:

"(a) By the State, under provisions of the National Industrial Recovery Act."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of one hundred forty-one thousand, thirty and 48/100 dollars ($141,030.48), certified to the Secretary of the Treasury as above mentioned, which is the approved total cost of Section F of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 11th day of February, 1935, and the Secretary of Agriculture on the 12th day of March, 1935.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission

Secretary of Agriculture

By ______________________
Acting Chief, Bureau of Public Roads.

Oregon U. S. Public Works Highway Project No. NRH 168, Section F.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks. Project No. NRH 168-F State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $141,030.48 in lieu of the $120,000.00 approved by Certificate of Aug. 16, 1934, as the total estimated cost of said project, and the sum of $141,030.48 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share~~ of said total estimated cost.

Done at the city of Washington, this 12th day of March one thousand nine hundred and thirty-five.

Secretary of Agriculture,

By Nelson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4820

1 PR 168 G✓

Hwy. 21863

Oregon U. S. Public Works Project
No. NRM 168, Section G.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 25, 1934, by the Oregon State Highway Commission, and on August 16, 1934, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Project No. NRM 168, Section G; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section G to provide for the construction of an undercrossing structure at the crossing of the Southern Pacific Railroad at survey station 309+75; and by reason thereof has requested that the estimate of cost and the Federal funds approved and set aside to the credit of said Section G be increased from $68,177.56 to $109,447.01:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section G be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate, and the sum of one hundred nine thousand, four hundred forty-seven and 01/100 dollars ($109,447.01) as the share of the United States payable under said act on account of Section G of said project, which is the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G of said project shall not in any event exceed the sum of one hundred nine thousand, four hundred forty-seven and 01/100 dollars ($109,447.01), certified to the Secretary of the Treasury as above mentioned, which is the approved total estimated cost of Section G of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 11th day of February, 1935, and the Secretary of Agriculture on the 12th day of March, 1935.

ORBGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission.

By E B Aldrich
Member, State Highway Commission

By Washburn
Member, State Highway Commission

Secretary of Agriculture

By
Acting Chief, Bureau of Public Roads.

Oregon U.S. Public Works
Project No. NRM 168, Section G.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks. Project No. NRM 168-G, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 109,447.01 in lieu of the $68,177.56 approved by Certificate of Aug. 16, 1934, as the total estimated cost of said project, and the sum of $ 109,447.01 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~[illegible]~~ said total estimated cost.

Done at the city of Washington, this 12th day of March one thousand nine hundred and thirty-five

Secretary of Agriculture,

By ....
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4839

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to intermediate voucher for Oregon U. S. Public Works project No. NRM 168-G, covering period September 16, 1934, to December 15, 1934, submitted in amount of $33,929.20.

This voucher is being recommended for payment in amount submitted. Attention, however, is called to error of ten cents in arriving at net amount claimed. Please show $38,649.71 as the previous payment when submitting the next voucher.

If additional intermediate vouchers are claimed, please show actual cost in column for "Total Work Done".

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Fn

#1632

December 14, 1934

1689

United States Fidelity & Guaranty Company,
W. H. Burghardt, Agent,
463 Ferry Street,
Salem, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1632 for the construction of a bridge over Kellogg Lake Outlet and the Johnson Creek Retaining Wall on the East Portland-Oregon City Highway in Clackamas County has been completed by the contractors, Barham Brothers, and that final settlement will be made by the State with said contractors for work donemunder said contract on or after December 24, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $18,642.39 including the final payment. Of this amountn $67.07 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

168 B

October 30, 1934

Shattuck & Neland
2014 N. W. Glisan Street
Portland, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 1647 which was awarded to you on October 1, 1934 for the construction of the Milwaukie Undercrossing on the East Portland-Oregon City Highway in Clackamas County.

This copy is sent to you for your records and files. We are also sending a copy of the contract to the surety on your bond.

Yours very truly,

MC

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 1, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 168-G, Undercrossing at Milwaukie on the East Portland-Oregon City Highway, to Shattuck & Neland, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

#1632

October 1, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S. Public Works highway project NRM 168-C, Undercrossing at Milwaukie on the East Portland-Oregon City Highway, to Shattuck & Noland, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

#1632

September 24, 1934.

Mr.H. B. Glaisyer

Office

Dear Sir:

For your information Barham Brothers completed their work on the Kellogg Lake Outlet bridge and the Johnson Creek Retaining Wall September 15, 1934, Contract No. 1632, Project No. NRM 168-G.

Will you please secure authority from the Commission to make final payment on this work.

Very truly yours,

C. B. McCullough
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

RL/DK

Approved by Commission Oct 1, 1934
HBG

FORM 5-K-1 18887 1M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

168 709

September 20, 1934

3-5

To Honorable J. J. Miller, Mayor,
and to the City Council of the
City of Milwaukie:

Gentlemen:

Reference is made to the matter of the gasoline pump and tank in the sidewalk area in front of Lot 1 of Block 1 on Front Street between Scott and Harrison Streets in Milwaukie.

In connection with the state highway construction along Front Street it is necessary that the existing curbs be cut back a short distance, and the present location of the tank and pumps interfere with this work.

We do not know whether or not the tank and pumps originally were placed in their existing location by permission of the City Council, but in any event they should be moved back so as to permit the completion of the state highway work.

It is our understanding that the City of Milwaukie agreed to take care of all matters of this nature, and owing to the fact that the contractor wishes to proceed with his work at this location immediately it is urged that your immediate attention be given to the matter, to the end that the owner may get his tank and pumps removed so as not to interfere with the contractor's work.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc R. H. Baldock ✓
H. G. Smith
W. E. Chandler
F. T. Young

168G

September 14, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Milwaukie Undercrossing Structure, Project No. NRM 168-G.

Five bid proposals and five blueprint copies each of sheet 2 and sheet 3 of the plans are being sent under separate cover.

In addition to the quantities for the Undercrossing being added to the summary sheet and estimate, we wish to call to your attention a correction made for the item of 36" culvert pipe. Bids were received for 36" Corrugated Iron Pipe, but previously the item has been shown erroneously on the plan summary sheet and the agreement estimate as concrete pipe.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:ME

Encl.

Other correspondence in 168F

Oregon State Highway Department National Recovery Project

SOUTH UNIT, PORTLAND-MILWAUKIE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate to accompany plans for Milwaukie Undercrossing Structure. Not as basis for project agreement.)

Salem, Oregon, September 14, 1934

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-F

44' Roadway (Sta. 389+65 to 337+42.9) (Contract No. 1669)

All Required		Clearing and Grubbing		$ 62.73
4,000	cu. yds.	Rock Borrow	$1.10	4,400.00
83,200	" "	Gravel Borrow	0.55	45,760.00
250	" "	Trench Excavation	0.75	187.50
13,500	" "	Excavation, Single Classification	0.18	2,430.00
30	lin. ft.	12" Corrugated Iron Pipe	1.10	33.00
450	" "	18" Concrete Pipe	2.00	900.00
130	" "	36" Corrugated Iron Pipe	4.90	637.00
24,000	sq. yds.	Portland Cement Concrete Pavement	1.65	39,600.00
1,880	lin. ft.	Expansion Joints	0.16	300.80
13,000	" "	Contraction Joints	0.04	520.00
9,400	lbs.	Tie Bars & Reinforcement	0.05	470.00
1,340	only	Dowels	0.20	268.00
2,150	cu. yds.	Sand Cushion	0.80	1,720.00
340	" "	Rock Sub-base	1.30	442.00
1,550	" "	3" - 0" Shoulder Rock	1.30	2,015.00
620	" "	1¼" - 0" " "	1.45	899.00
270	" "	Filler	0.30	81.00
270	yd. mi.	Hauling Filler	0.15	40.50
400	tons	Class "A" Asphaltic Concrete	5.50	2,200.00
2,500	sq. yds.	Surface Finish Coat	0.055	137.50
				$103,104.03

Johnson Creek Retaining Wall (Sta. 337+68 to 339+03) (Contract No. 1672)

330	cu. yds.	Excavation	$2.50	$ 825.00
30	" "	Excavation below plans	3.00	90.00
220	" "	Class "A" Concrete	16.00	3,520.00
16,000	lbs.	Metal Reinforcement	.046	736.00
				$ 5,171.00
		Sub-total		$108,275.03
		10% Engr. & Cont.		10,827.50
		Total		$119,102.53

Length.............. 0.988 mile
Cost per mile..... $120,549.11

P. E. P. Undercrossing (Contract No. 1630)

350	cu. yds.	Excavation	$ 2.50	$ 875.00
10	" "	Excavation below plans	3.00	30.00
2,200	lin. ft.	Treated Trestle Piling	0.90	1,980.00
165	cu. yds.	Class "A" Concrete	19.00	3,135.00
20,000	lbs.	Metal Reinforcement	.055	1,100.00
35	M-FBM	Treated Lumber	87.50	3,062.50
94,000	lbs.	Structural Steel	.058	5,452.00
All Required		Maintenance of Traffic		4,300.00
			Sub-total.......	$19,934.50
			10% Engr. & Cont.	1,993.45
			Total..........	$21,927.95

Length............. 0.036 mile

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-C

52' Roadway (Sta. 337+42.9 to 332+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 6.48
800	cu. yds.	Gravel Borrow	$ 0.55	440.00
40	" "	Trench Excavation	0.75	30.00
650	" "	Excavation, Single Classification	0.18	117.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
125	" "	8" Drain Pipe (Under Pavement)	0.60	75.00
3	only	Catch Inlets	15.00	45.00
450	lin. ft.	Removal of Curbs	0.05	22.50
2	only	Removal of Inlets	2.00	4.00
360	sq. yds.	Removal of Sidewalks & Driveways	0.20	72.00
450	lin. ft.	Concrete Curb	0.34	153.00
450	sq. yds.	Concrete Sidewalks	1.25	562.50
10	" "	Concrete Driveway Aprons	1.40	14.00
280	cu. yds.	Rock Sub-base	1.30	364.00
60	" "	3" - 0" Shoulder Rock	1.30	78.00
40	" "	1½" - 0" Shoulder Rock	1.45	58.00
60	" "	3/4" - 0" Screenings	1.55	93.00
40	" "	Filler	0.30	12.00
40	yd. mi.	Hauling Filler	0.15	6.00
330	tons	Class "A" Asphaltic Concrete	5.50	1,815.00
320	"	Class "C" Asphaltic Concrete	5.25	1,680.00
150	"	Class "E" Asphaltic Concrete	5.75	862.50
4,000	sq. yds.	Surface Finish Coat	0.055	220.00
			Sub-total.........	$6,735.98
			10% Engr. & Cont..	673.59
			Total.............	$7,409.57

Length................ 0.102 mile
Cost per mile......... $72,642.84

62' Roadway (Sta. 332+00 to 323+40) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.79
1,500	cu. yds.	Gravel Borrow	$ 0.55	825.00
10	" "	Trench Excavation	0.75	7.50
250	" "	Excavation, Single Classification	0.18	45.00
15	lin. ft.	8" Drain Pipe	0.40	6.00
1,500	" "	Removal of Curbs	0.05	75.00
1,500	sq. yds.	Removal of Walks & Driveways	0.20	300.00
1,600	lin. ft.	Concrete Curb	0.34	544.00
1,350	sq. yds.	Concrete Sidewalks	1.25	1,687.50
100	" "	Concrete Drive Aprons	1.40	140.00
320	cu. yds.	Rock Sub-base	1.30	416.00
100	" "	1½" - 0" Shoulder Rock	1.45	145.00
10	" "	3/4" - 0" Screenings	1.55	15.50
20	" "	Filler	0.30	6.00
20	yd. mi.	Hauling Filler	0.15	3.00
540	tons	Class "A" Asphaltic Concrete	5.50	2,970.00
640	"	Class "C" Asphaltic Concrete	5.25	3,360.00
150	"	Class "E" Asphaltic Concrete	5.75	862.50
6,200	sq. yds.	Surface Finish Coat	0.055	341.00
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	3,721.68

Sub-total.............	$ 15,480.97
10% Engr. & Cont......	1,548.09
Total............	$ 17,029.06

A)

Length................... 0.162 mile
Cost per mile........... $105,117.65

54' Roadway (Sta. 323+40 to 314+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 10.92
3,000	cu. yds.	Gravel Borrow	$0.55	1,650.00
300	" "	Excavation, Single Classification	0.18	54.00
220	sq. yds.	Pavement Removal & Slope Paving	0.30	66.00
920	lin. ft.	Concrete Curb	0.34	312.80
780	cu. yds.	Rock Sub-base	1.30	1,014.00
136	" "	3" - 0" Shoulder Rock	1.30	176.80
96	" "	1½" - 0" Shoulder Rock	1.45	139.20
58	" "	3/4" - 0" Screenings	1.55	89.90
68	" "	Filler	0.30	20.40
68	yd. mi.	Hauling Filler	0.15	10.20
545	tons	Class "A" Asphaltic Concrete	5.50	2,997.50
774	"	Class "C" Asphaltic Concrete	5.25	4,063.50
98	"	Class "E" Asphaltic Concrete	5.75	563.50
5,670	sq. yds.	Surface Finish Coat	0.055	311.85
All Required		Re-establish Ry. Track & Power Lines Agreed Prices		4,381.50

Sub-total...............	$15,862.07
10% Engr. & Cont........	1,586.20
Total................	$17,448.27

Length.............. 0.172 mile
Cost per mile..........$101,443.43

44' Roadway (Sta. 314+00 to 308+00) (Contract No. 1609)

All Required		Clearing and Grubbing		$ 7.17
600	cu. yds.	Gravel Borrow	$ 0.55	330.00
18,400	" "	Excavation, Single Classification	0.18	3,312.00
300	sq. yds.	Pavement Removal & Slope Paving	0.30	90.00
650	lin. ft.	Concrete Curbs	0.34	221.00
2,700	sq. yds.	Portland Cement Concrete Pavement	1.65	4,455.00
220	lin. ft.	Expansion Joints	0.16	35.20
1,500	" "	Contraction Joints	0.04	60.00
1,200	lbs.	Tie Bars & Reinforcement	0.05	60.00
160	only	Dowels	0.20	32.00
250	cu. yds.	Sand Cushion	0.80	200.00
50	" "	Rock Sub-base	1.30	65.00
200	" "	3" - 0" Rock Shoulders	1.30	260.00
110	" "	1¼" - 0" Rock Shoulders	1.45	159.50
20	" "	3/4" - 0" Screenings	1.55	31.00
50	" "	Filler	0.30	15.00
50	yd. mi.	Hauling Filler	0.15	7.50
50	tons	Class "A" Asphaltic Concrete	5.50	275.00
300	sq. yds.	Surface Finish Coat	0.055	16.50
All Required		Re-establish Ry. Tracks & Power Line	Agreed price	2881.30

(A)

Sub-total	$12,513.17
10% Engr. & Cont.	1,251.31
Total...........	$13,764.48

Length............... 0.113 mile
Cost per mile........ $121,809.55

Kellog Lake Bridge (Sta. 319+77.7 to 319+50.1) (Contract No. 1609)

10	cu. yds.	Excavation, Single Classification	$0.18	$ 1.80
30	lin. ft.	Concrete Curbs	0.34	10.20
10	cu. yds.	Rock Sub-base	1.30	13.00
4	" "	3" - 0" Shoulder Rock	1.30	5.20
4	" "	1¼" - 0" Shoulder Rock	1.45	5.80
2	" "	3/4" - 0" Screenings	1.55	3.10
2	" "	Filler	0.30	0.60
2	yd. mi.	Hauling Filler	0.15	0.30
15	tons	Class "A" Asphaltic Concrete	5.50	82.50
16	"	Class "C" Asphaltic Concrete	5.25	84.00
2	"	Class "E" Asphaltic Concrete	5.75	11.50
180	sq. yds.	Surface Finish Coat	0.055	9.90
All Required		Re-establish Ry. Tracks & Power Lines	Agreed prices	132.54
				$ 360.44

Structure (Contract No. 1632)

380	cu. yds.	Excavation	$4.50	$ 1,710.00
20	" "	Excavation below plans	6.00	120.00
2,700	lin. ft.	Foundation Piling	0.45	1,215.00
264	cu. yds.	Class "A" Concrete	17.50	4,620.00
72	" "	Class "D" Concrete	16.00	1,152.00
40,000	lbs.	Metal Reinforcement	0.047	1,880.00
90	cu. yds.	Gravel Backfill	2.00	180.00
30	lin. ft.	Concrete Handrail	5.00	150.00
				$11,027.00
				$11,387.44

A

MILWAUKIE UNDERCROSSING STRUCTURE (Estimated Prices)

Work to be performed by State

~~200~~	cu. yds.	Foundation Excavation	$2.00	1.50	$ 400.00	[illegible]
530	" "	Class "B" Concrete	~~18.00~~	10.00	9,540.00	[illegible]
44,000	lbs.	Metal Reinforcement	~~0.05~~	0.045	2,200.00	[illegible]
					$10,140.00	[illegible]

Work to be performed by RR Co's.Forces

1,200	lin. ft.	Fir Piling	$1.00		$ 1,200.00	
13.34	M-FBM	Fir Lumber	101.00	95.00	~~1,347.34~~	1267.30
3,760	lin. ft.	Treated Foundation Piling	1.67	1.30	6,279.20	4 888.00
2,000	" "	Treated Trestle Piling	1.25		2,500.00	[illegible]
23.23	M-FBM	Treated Lumber	106.00		2,462.38	
220,000	lbs.	Structural Steel	0.069		15,180.00	
100	lin. ft.	Creosoted Deck	12.20		1,220.00	
All Required		Rearrange Present Deck and Reerect Present Girder			440.00	
					$30,638.92	
					$40,778.92	[illegible]

Sub-total, Structures....................	$52,166.36
10% Engineering & Contingencies........	5,216.63
Total, Structures........................	$57,382.99

Length of Kellog Lake Bridge.............. 0.005 miles
Length of Undercrossing Structure......... 0.000 "
Total length of Structures................ 0.005 "

SUMMARY OF FUNDS REQUESTED

Ⓑ

Item	Total Cost	NRH Funds	NRM Funds	State Funds
Project No. NRH 168-F				
44' Roadway	$119,102.53	119,102.53 ~~$101,341.95~~	$ --	~~$17,760.58~~
P. E. P. Undercrossing	21,927.95	~~18,658.05~~ 21,927.95	--	~~3,269.90~~
Totals NRH 168-F	$141,030.48	~~$120,000.00~~ 141,030.48	$ --	~~$21,030.48~~
Project No. NRM 168-G				
52' Roadway	$ 7,409.57	$ --	$ 7,408.57	$ --
62' "	17,029.06	--	17,029.06	--
54' "	17,448.27	--	17,448.27	--
44' "	13,764.48	--	13,764.48	--
Sub-total, Roadway	$ 55,651.38	$ --	$ 55,651.38	$ --
Kellog Lake Bridge and Milwaukie Underxing	53,795.63 ~~57,382.99~~	$ --	53,795.63 ~~57,382.99~~	$ --
Totals, NRM 168-G	109,447.01 ~~$113,034.37~~	$ --	109,447.01 ~~$113,034.37~~	$ --
Totals, All Work	250,477.49 ~~$254,064.85~~	~~$120,000.00~~ 141,030.48	109,447.01 ~~$113,034.37~~	$21,030.48

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maintenance: Chapter 41, Laws 1927; Chapter 88, Laws 1931.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRM 168-G, the Milwaukie Undercrossing structure on the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority to advertise the work now proposed for contract.

The approval given herein does not include the proposed force account work which is to be done by the railroad company. It is requested that you submit a cost analysis for the major items included in that portion of the estimate covering "Work to be performed by the railroad company's forces."

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRM 168-G

Aug. 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~[illegible]~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Iron

Hwy. 21863

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-168, Section G.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 25th day of July, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto: particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section G of said project which were recommended for approval by the United States District Engineer on the 7th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

sixty-eight thousand, one hundred seventy-seven and 56/100

dollars ($68,177.56) as the share of the United States payable under said act on account of Section G of said project, which is ~~does not exceed the authorized Federal pro rata share~~ of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 305+00 near the south city boundary of Milwaukie and survey station 337+42.9 at the north city boundary of Milwaukie

, length 0.557 of a mile~~s~~ in Clackamas County, being Section B of Oregon U.S.Public Works project No. NRM-165, consisting of 0.552 of a mile~~s~~ of roadway and one bridge of more than 20 feet clear span, 0.005 of a mile in length, known locally as the Portland-Milwaukie section of the East Portland-Oregon City Highway in Milwaukie.

5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the portion of the improvement contemplated by this agreement to which said Order applies, and that any contract let for the construction of such portion of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G of said project shall not in any event exceed the sum of sixty-eight thousand, one hundred seventy-seven and 56/100 dollars ($68,177.56), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($ is xxxxxxx)~~, the approved total estimated cost of Section G of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: State Highway Funds, Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

[illegible] jn

State Highway Engineer

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 16th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

CWB By

Acting *Chief, Bureau of Public Roads*

8--5518

RHB:jn

State Highway Engineer

Form P.R. 6 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRM-168-G.** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of **$68,177.56** as the total estimated cost of said project, and the sum of $ **68,177.56** as the share of the United States, payable under said acts on account of such project, which **is the** ~~[illegible]~~ total estimated cost.

Done at the city of Washington, this 6th day of August one thousand nine hundred and Chief Eng.

Secretary of Agriculture

1935

By ______________________
Acting Chief, Bureau of Public Roads

Very truly yours

RHB:jn

State Highway Engineer

1689

August 23, 1934

Mr. W. H. Lynch, District Engineer
Bureau of Public Roads
Post Office Building
Portland, Oregon

Dear Sir:

In response to your communication of August 21 in which you request the status of three projects listed on the 1934 National Recovery program which have not as yet been placed under contract. I refer particularly to NRM 168-G, Milwaukie, Southern Pacific Railway undercrossing; NRM 141-C, North Bend, Southern Pacific Railway overcrossing; and the Toledo Section, NRM 150-B.

Taking these up in their order advise that we finally consummated our arrangements with the Southern Pacific Company and have held hearings on this crossing. We expect the order to be handed down within the next few days and to contract this undercrossing at the next letting of the Commission.

With reference to the second item, the North Bend overcrossing, we are still carrying on negotiations with the railroad company and are waiting for the agreement which the local office expects to receive from San Francisco within the next few days. After the stipulation is drawn up it will be presented to the Public Utilities Commission for hearing. This will probably delay the letting of this overcrossing until the second meeting some time in October.

We will place the Toledo Section under contract at the next meeting.

The delay in the grade separation crossings was necessitated by reason of the agreements with the railroad company and the order of the Public Utilities Commission. The delay in letting the Toledo Section was because of the extremely difficult right of way situation. The right of way now has been all secured or under condemnation.

Very truly yours

RHB:jn

State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

There are three projects listed on the 1934 National Recovery Program which have not been placed under contract. These are NRM 168-C, Milwaukie, Southern Pacific Railway undercrossing; NRM 141-C, North Bend, Southern Pacific Railway overcrossing; and the Toledo section, NRM 150-B.

On the two railway crossing eliminations plans have been received and reviewed, but we have not received proposals or estimates. On the Toledo section complete P. S. & E. papers have been received and reviewed and your office notified of our approval June 27, 1934.

We would appreciate advice as to why these projects have not been placed under contract.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

July 12, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:- Re: Oregon NRH-168-F and NRM-168-G

Reference is made to the special provision sheets 13 and 14, dated April 5th, which you submitted as revised sheets in response to our letter of April 16th.

These sheets are identical with those which we advised you in our letter of April 16th did not conform to the April 7th Memorandum regarding compliance with NRA codes.

The special provisions included in the contract must comply with the April 7th Memorandum. For your information, the revised special provisions submitted for NRM-36-B are satisfactory. Please forward promptly the revised sheets which were actually incorporated in the contract.

Enclosed are two copies of the project agreement for signature and return to this office. There are also attached hereto an approved copy of the detail estimate upon which the agreement was based, together with an approved copy of the specifications.

Very truly yours,

W. H. LYNCH
District Engineer.

F. E. ANDREWS
Asst Highway Engineer

168-H.

May 19, 1934

Barham Brothers
1010 No. 18th Street
Salem, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the proposal submitted by you on May 17, 1934, for the remodeling of the bridge over outlet of Kellogg Lake and construct a retaining wall at Johnson Creek on the East Portland-Oregon City Highway in Milwaukie. You may consider this letter as your authority to commence construction operations immediately.

Contract forms will be sent to you shortly for execution.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

May 17, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award award of contract, as of this date, for Oregon U. S. Public Works project NRM 168-G and NRH 168-F, Kellogg Lake Bridge and Johnson Creek retaining wall, on the East Portland-Oregon City Highway, to Barham Bros., Salem, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Lon

Encl.

April 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

To provide you with the information requested in your letter of March 26th, we are sending herewith three blueprint copies of a drawing showing the cross-section of the existing pavement over the existing railway track in the town of Milwaukie on the South Unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway (Federal Aid Project NRM 168-C).

The new sidewalk proposed to be constructed on the west side of the street between Stations 325 and 332 is a replacement of an existing concrete sidewalk. The existing sidewalk, however, terminates at Station 331. Therefore, in order that the replacement may conform exactly with the federal requirements, we will cut back the new sidewalk construction to Station 331. In order that this situation may be correctly shown on the plans, we are sending, under separate cover, five copies of revised sheet 2-B.

In order to avoid further increase in the cost of the Portland-Milwaukie Project, we would prefer not to make the changes in pavement design which are to be required in connection with future concrete pavement construction, as stated in Mr. MacDonald's memorandum dated March 3rd, 1934.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:HB

cc F. T. Young
cc F. D. Eason

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 26, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. for Oregon U.S.Public Works projects Nos. NRH 168-F and NRM 168-G.

We would like to have further information with respect to the condition of the existing pavement which is to serve as base where the railway tracks are to be left in place and covered with new wearing surface between stations 320 and 331; also, typical sections of existing and proposed surfacing on a large enough scale to clearly illustrate the whole thing. The section should show the kind and depth of material under the ties. The two inch concrete may be broken over the edge of the ties.

The project includes some new sidewalk (specifically on the west side between stations 325 and 332) which apparently does not replace existing walk. If our understanding is correct, it would be desirable to handle such sidewalk construction as non-participating work. Inasmuch as a substantial amount of State funds is allotted to the project it will not inconvenience you to do so.

It is noted that the concrete pavement design does not meet the requirements of the Chief of Bureau's Memorandum dated March 3, 1934. Changes will not be required on this project because the plans were prepared and recommended prior to receipt of the Memorandum. We suggest, however, that during construction if these requirements can be adopted without materially affecting the contract, it should be done.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Oregon City,Oregon.
March 30,1934.

3 VH

Mr.W.E.Chandler
Division Engineer
State Highway Department
Salem
Oregon.

Dear Sir:

The attached cross-section will answer the portion of Mr.Lynch's letter which requested additional information as to the pavement construction in connection with the rail-road on Front street in Milwaukie.

The sidewalk refered to in his letter is a replacement from station 325 to 331. On the plan the walk was carried to station 332 but this is not necessary as a gravel walk can be constructed from station 331 north to the Johnson creek bridge.

Yours truly,

F.T.Young
Resident Engineer.

Inc.

A-1 7012 10M 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Oregon City, Oregon
April 5, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
State Highway Dept.
Salem, Oregon

Dear Sir: ATTENTION: MR. PROBERT

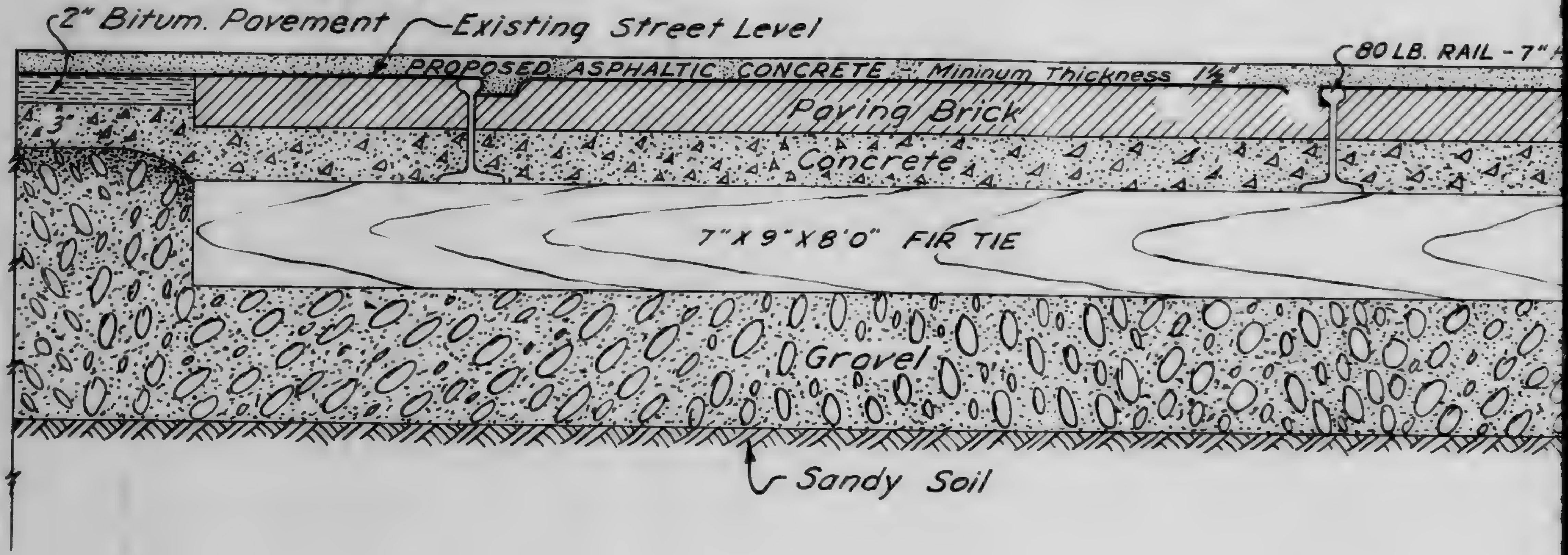
Am attaching herewith a sketch showing a typical section of pavement construction in connection with the P. E. P. tracks on Front Street in Milwaukie, this as per Mr. W. H. Lynch's request of a few days ago.

Yours very truly

F. T. Young
Resident Engineer.

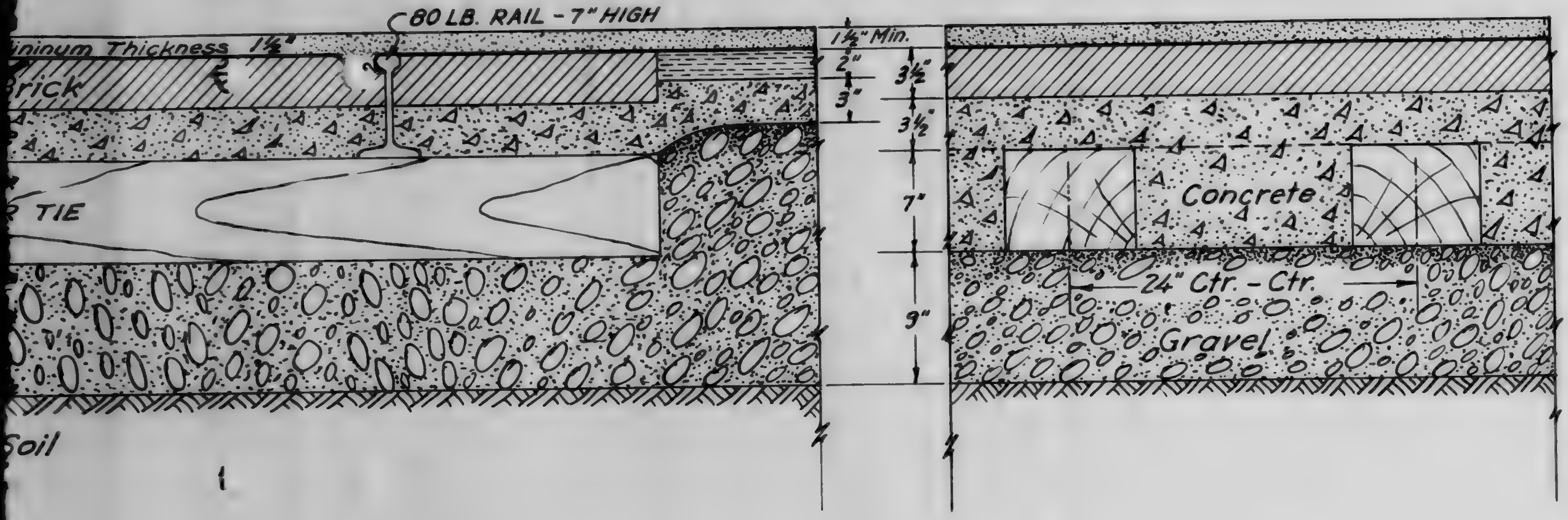
CC: Mr. W. E. Chandler.

CROSS SECTION


2" Bitum. Pavement
Existing Street Level
PROPOSED ASPHALTIC CONCRETE - Mininum Thickness 1¼"
80 LB. RAIL - 7"
3"
Paving Brick
Concrete
7"X 9"X 8'0" FIR TIE
Gravel
Sandy Soil

OREGON STATE HIGHWAY DEPARTMENT
EAST PORTLAND-OREGON CITY HIGHWAY
TYPICAL SECTION OF P.N.W.P.S. TRACK
FRONT STREET - MILWAUKIE - CLACKAMAS CO.
SCALE 1"=10" MAR. 1934

LONGITIUDINAL SECTION


80 LB. RAIL - 7" HIGH
inimum Thickness 1½"
Brick
R TIE
Soil
1½" Min.
2"
3"
3½"
3½"
7"
9"
Concrete
24" Ctr. - Ctr.
Gravel

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 2, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. McCullough's March 27 letter concerning force account work on grade crossing eliminations. From the information contained in that letter, we are of the opinion that all work on the Southern Pacific Undercrossing at Milwaukie on Oregon U.S. Public Works project NRM 168-G may be performed by the railroad company on a force account basis. The concrete work, however, should be controlled as specified in the last sentence of your quotation. That is, the required special provisions for all U.S. Public Works projects, concerning wages, hours of employment, U.S. Reemployment Service, etc., shall govern. This is on the assumption that the concrete work is such that it will " * * * * require the assembling and organization of special crews utilizing other than railroad brotherhood labor, * * * * ."

Your suggestion that this work be handled " * * * exactly in the same manner as has been the case with all undercrossings built heretofore in the State of Oregon," is not satisfactory because of the above mentioned special provisions which apply to all U. S. Public Works projects.

Trusting that we have given you the desired information,

I am

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

-TED
State Highway Engineer

FORM [illegible] 6 1M 1 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 27, 1934.

Mr. W. H. Lynch,
District Engineer
U. S. Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Early in February your office furnished this department with a memorandum over the signature of Thos H. MacDonald, and having reference to grade crossing eliminations. This memorandum was dated January 31, 1934, and reads in part as follows:

> "The railroads in undertaking force account work on grade separation projects, such as temporary falsework and track work essential to the maintenance of railroad traffic, or emergency work, such as relaying track, track adjustment, signal work, etc., may perform such work with regular railroad crews and the wages and hours of employment of such labor may be governed by arrangements made between the railroad companies and railroad labor organizations without regard to the special provisions. If, however, work of this character is done by contract or performed on a force account basis by the railroads, and is of such magnitude as to require the assembling and organization of special crews utilizing other than railroad brotherhood labor, then the special provisions shall apply to such contract work and to all additional employees on such force account work who are not governed by railroad labor agreements."

Certain questions in reference to the construction of this ruling have arisen in connection with the proposed undercrossing of the Southern Pacific track at Milwaukie on the Oregon City-East Portland Super Highway, and it is desired to obtain a ruling in reference to this matter before proceeding further with negotiations with the railroad company.

The crossing in question consists of two concrete piers supporting a steel girder. The concrete piers rest on piling. The railroad company is insistent on driving the piling for the piers, furnishing and placing the steel girder superstructure and doing the necessary track work, including a modification of the trestle approaches, with their own forces, in view of the fact that these operations must all be performed by means of railroad pile drivers, derricks and other like equipment and the construction operations must be tied in to the operation of the trains.

This work will be done by the railroad company on a force account basis with regular railroad crews, and the wages and hours of employment for such labor will be governed by arrangements by the railroad company and the various railroad labor organizations. All of the above work will therefore be performed exactly in accordance with Mr. MacDonald's circular of January 31. This leaves only the concrete work for the two piers, and the amount involved is a comparatively small item. If this work is let to separate contract, there will be some inconvenience and interference with railroad operations. Moreover, the contractor for the concrete piers will have to wait until the excavation for the piers is performed and the piles for the same driven by the railroad company's crew before he can begin operations. He will also have to synchronize the work with the modification of the railroad trestle as the existing bents will undoubtedly interfere with the placement of the new piers. It would appear therefore that a more clean cut method of handling the work would be to have it all done by railroad forces exactly in the same manner as has been the case with all undercrossings built heretofore in the State of Oregon. The railroad company would prefer to handle the work in this manner, and the purpose of this communication is to secure a ruling from your office as to whether or not the work can be handled in this manner.

We would appreciate an early reply as we are anxious to proceed with this construction.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc Mr. R. H. Baldock

CONTRACT#1633

NRS 47 B Agate-Little Butte Cr., 1934
1633 Bituminous Macadam

FORM 3-A-1 19154 5M 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const
[illegible] [illegible]
[illegible]

Aug. 24, 1935

Cross Referenced To
Material
[illegible]

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: N. M. FINKBINER

Dear Sir:

Mr. Bromley has submitted to you a number of samples of oil mat and gravel surfacing from the Agate-Little Butte Section of the Crater Lake Highway. This section was resurfaced by contract a year ago and the oil mat now shows distress in a number of places. A screened gravel topping was placed on the old oil surface and a B-2 was constructed on this. Please refer to my letter of August 16th, to Bromley, a copy of which was sent to you. Bromley notes that every sample of gravel topping showed considerable moisture.

To assist in study of reasons for present difficulty at certain points and to prevent re-occurrence on possible future contracts on this same road, we wish careful laboratory study of the filler in the gravel topping and of the mineral aggregate and the bituminous cement in the bituminous macadam surfacing. The bituminous macadam was a B-2 specification and in some places traffic has caused movement of this so that the thickness is only three-fourths inch.

Complete daily reports and record of oil shots for this contract are on file in the Salem office.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
cc. J. N. Bishop

EAC:AWF

Federal

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRS 47-B

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Encls.

Kos

Oregon U. S. Public Works
Project No. NRS 47, Section B.

Flap. 21628

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 20, 1934, by the Oregon State Highway Commission, and on August 7, 1934, by the Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on February 11, 1935, by the said State Highway Commission, and on April 9, 1935, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Project No. NRS 47, Section B; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section B be increased from $29,814.47 to $31,200.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of thirty-one thousand, two hundred and no/100 dollars ($31,200.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty-one thousand, two hundred and no/100 dollars ($31,200.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-one thousand, five hundred nine and 50/100 dollars ($31,509.50), the approved total estimated cost of Section B of said project."

Except as herein specificially modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 2nd day of May, 1935, and the Secretary of Agriculture on the 18th day of June, 1935.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By C. Washburn
Member, State Highway Commission

Secretary of Agriculture

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads.

Oregon U. S. Public Works
Project No. NRS 47, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks. Project No. NRS 47-B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 31,509.50 in lieu of the $29,814.47 approved by Certificate of Apr. 9, 1935, as the total estimated cost of said project, and the sum of $ 31,200.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 18th day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8 4829

Stencil No. 12

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRS 47-B

POST OFFICE BUILDING
PORTLAND, OREGON

April 17, 1935

Mr. R. H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered ~~Federal ai~~d project.

Very truly yours,

W. H. LYNCH
District Engineer

By
E. J. Canfield
Highway Engineer

Encls.

Jm

Hwy. 21628

Oregon U. S. Public Works
Project No. NRS 47, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 20, 1934, by the Oregon State Highway Commission, and on August 7, 1934, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Project No. NRS 47, Section B; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section B be increased from $17,522.48 to $29,814.47:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of twenty-nine thousand, eight hundred fourteen and 47/100 dollars ($29,814.47) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty-nine thousand, eight hundred fourteen and 47/100 dollars ($29,814.47), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-one thousand, five hundred nine and 50/100 dollars ($31,509.50), the approved total estimated cost of Section B of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 11th day of February, 1935, and the Secretary of Agriculture on the 9th day of April, 1935.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By ______________________
Member, State Highway Commission

Secretary of Agriculture

By ______________________
Acting Chief, Bureau of PublicRoads.

Oregon U. S. Public Works
Project No. NRS 47, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks. Project No. NRS 47-B, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 31,509.50 in lieu of the $17,522.48 approved by Certificate of Aug. 7, 1934, as the total estimated cost of said project, and the sum of $ 29,814.47 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of April

one thousand nine hundred and thirty-five

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4639

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:- Re: Oregon USPW Highwy, Project No. NRS 47-B

We are forwarding herewith modified project agreement, in duplicate, for the above for signature and return to this office.

Referring to the detail estimate submitted by you on January 19, 1935, our Regional Office advises that in cases where there are no other changes, it is not necessary to file a revised estimate for the purpose of increasing the amount of Federal funds. The estimate in question is therefore returned herewith for your files.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Senior Highway Engineer

encls.

January 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement for the South Unit, Agate-Little Butte Creek Section, Project No. NRS 47-B.

This estimate has been revised to replace a portion of the State funds set up in the previous estimate with subsequently released NRS funds.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 47-B

SOUTH SECT. AGATE-LITTLE BUTTE CREEK SECTION

OF THE CRATER LAKE HIGHWAY IN JACKSON COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 19, 1935

8,600	cu. yds.	Excavation, Single Classification	$ 0.60	$ 5,160.00
1,000	yd. sta.	Overhaul	0.05	50.00
700	yd. mi.	Truck Haul	0.20	140.00
200	lin. ft.	12" Concrete Pipe	1.30	260.00
21	lin. ft.	18" Concrete Pipe	2.50	52.50
27	lin. ft.	24" Concrete Pipe	5.00	135.00
3	lin. ft.	36" Concrete Pipe	10.00	30.00
7,700	cu. yds.	Gravel Surfacing	1.35	10,395.00
270	M-Gals.	Sprinkling	2.00	540.00
800	cu. yds.	Filler	0.40	320.00
1,600	yd. mi.	Hauling Filler	0.20	320.00
2,350	cu. yds.	Mineral Aggregate in Place	2.75	6,462.50
24	tons	Emulsified or Cut-back Asphalt	28.00	672.00
158	tons	No. 3 Road Oil in Place	26.00	4,108.00
			Sub-total	$ 28,645.00
			10% Engr. & Cont.	2,864.50
			Total	$ 31,509.50

Length	2.405 miles
Cost per mile	$ 13,101.66

National Recovery Secondary Funds Requested......................	$ 29,814.97
State Funds..	1,694.53
	$ 31,509.50

State Funds for Construction: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1931.
State Funds for Maintenance: Chapter 41, laws 1927; Chapter 248, laws 1931.

#1633

47B

November 30, 1934

Maryland Casualty Company,
Hansen & Rowland Inc. of Oregon, Agents,
Public Service Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1633 for the construction of the Agate-Little Butte Creek Section of the Crater Lake Highway in Jackson County, has been completed by the contractor, E. C. Hall, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 10, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be be $42,820.54 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1633

47 B

November 5, 1934

Maryland Casualty Company,
Hansen & Rowland Inc. of Oregon, Agents,
Public Service Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to E. C. Hall on Contract No. 1633 for the construction of the Agate-Little Butte Creek Section of the Crater Lake Highway in Jackson County. This payment will be made on or after November 15, 1934.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-A-1 18874 7500 7-34
Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM

47B

Oct. 25, 1934.

In reply please refer to file No.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH
-AGATE-LITTLE BUTTE PROJECT-

Dear Sir:

Several underruns and overruns of individual items in excess of 10% occurred on this project although the cost completed to date is $45,561.71, which is about $60.00 under the authorization.

EXCAVATION: The cemented gravel and hard pan encountered in the side ditches and borrow pits swelled into the embankments instead of shrinking. The preliminary estimate was figured on 20% shrink and a further 10% allowance was made for slides and overruns--none of which occurred. For these reasons there was a considerable underrun in excavation.

NOTED

OVERHAUL AND TRUCK HAUL: In adjusting the grades of the side borrow ditches to provide for drainage, less material was taken than estimated and for this reason more material was required from the borrow pit near Agate--taking the material from the borrow pit rather than from side ditches causing an overrun in the two haul items.

CORRUGATED CULVERTS: Corrugated culverts show an underrun on account of the estimated allowance not being required. An overrun on 12" concrete pipe caused by the necessity of placing 3 additional pipes not included in the preliminary estimate. An underrun on 18" and 24" concrete pipe caused by the estimated allowance not being required.

SPRINKLING: There was a considerable overrun on sprinkling. This road carried a heavy traffic and it was necessary to do more sprinkling than estimated to set this road up in good shape and keep it in good shape under traffic until the oil was placed.

FILLER: There was an overrun on filler. The filler used was 1" minus sand and gravel and contained no clay.

HAULING FILLER: Hauling filler overrun both on account of the fact that we used more filler than estimated and the further fact that we secured this excellent filler by taking material from the contractor's plant instead of using a much poorer material along the road, which was quite sticky.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

Form 338—5M—2-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct 20,1934, 193

Section	Agate Little Butte Cr.	*Kind of work*	Grade widening and Bit. Macadam
Highway	Crater Lake	*Section prefix*	15 P N
Contractor	E.C.Hall	*Contract number*	1633 4 15
Date of contract	May 17, 1934, 193	*Date of completion*	Sept. 30,1934, 193
Date work started	July 13, 1934, 193	~~*Estimated date*~~ *of completion*	Oct. 1, 1934, 193
Amount of contract	$ 40,651	*Per cent of time elapsed*	100 %

Estimated cost of completed project, exclusive of engineering $ 43161.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $	2400, 5.9 %	*Date project was completed*	Oct. 1, 1934, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engr. party working on final estimate, which will be mailed tomorrow or Monday A.M.

Also, set grades for railway crossing at Eagle Point. Owen Oregon Lumber Co. installed new ties and helped remodel crossing, which was paved by Pave patching Plant.

Party as follows:

A.H.Bliton - Chainman

James Folston - Computor

OCT [illegible] 1934

Signed V. L. Goodnight
V.L.Goodnight

Address Box 677, Medford, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM 9-A-1 10874 7500 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

47B

OREGON STATE HIGHWAY COMMISSION
SALEM

Oct. 11, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I am in receipt of your letter of Oct. 10th, with regard to price agreement for screen rejections on the Agate-Little Butte Section.

These screen rejections were secured from gravel which the contractor acquired at his own cost from land not leased by the State. The contractor did secure most of the gravel for the levelling course from State leased pit but had to go on other property to get the oversized rock for the oil and from this gravel rejects were made.

Under these circumstances our standard provisions do not apply. Believing the material was worth more than 75¢ to us in stockpile I requested the contractor to place it in stockpile and the price agreement was written up to cover.

Trusting with this explanation you will be able to approve the price agreement, which I am returning herewith.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM 5-H-4 10749 15M 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 10, 1934

IN REPLY PLEASE
REFER TO FILE NO.

41 B

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Mr. Probert has called my attention to a Price Agreement for material on the Agate-Little Butte Creek Section, and I am returning it to you for correction or comment.

Our contract provides for the purchase of screen rejection at 15 cents per cubic yard plus haul at 14 cents per yard mile. You are evidently paying more than this when you specify a price of 75 cents per cubic yard. It appears possible that the reason is that you have figured the haul at 20 cents per yard mile.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 9-A-1 15874 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

418

Oct. 9, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

Mr. E. C. Hall has recently completed the Agate-Little Butte section resurfacing, contract 1633. The specified date of completion in the contract was Sept. 30th, 1934.

He has applied for an extension of time to October 15th, and has presented to your office consent of surety company to this extension. The placing of the oil surfacing was completed during the month of September but in finishing of shoulders and ditches he required a few days in October. The travelling public was not inconvenienced on account of this slight delay in completing the contract because the oiled surfacing was completed and in use sometime before the specified completion date. Engineering costs were increased only in a very small amount because our engineering force was working on the final records for this project.

I recommend that the extension asked for be granted without engineering penalties.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AFF

#1633

47B

September 28, 1934

Mr. E. C. Hall,
11th & Grant Streets,
Eugene, Oregon.

Dear Sir:

Please be advised that we have received from the Maryland Casualty Company, surety on the bond furnished by you in connection with your contract No. 1633 - Agate-Little Butte Creek Section in Jackson County, their consent to an extension of time to October 15th.

Will you please forward to us your formal application to accompany the above consent of surety.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to E. A. Collier.

Mr. Collier:

Kindly advise us of your recommendation.

H. B. Glaisyer

INCORPORATED 1898
MARYLAND CASUALTY COMPANY
F. HIGHLANDS BURNS, PRESIDENT

CABLE ADDRESS "MARCASCO"
PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HOME OFFICE. - BALTIMORE
HANSEN & ROWLAND, INC.
General Agents for Western Washington
Bonding Department

WASHINGTON BUILDING
TACOMA

608-9 ALASKA BUILDING
SEATTLE

Tacoma, Washington.
September 27, 1934.

Oregon State Highway Commission,
Salem, Oregon.

RE: BOND NO. 44262 - E. C. HALL to STATE OF OREGON - Agate-Little Butte Creek Section, Crater Lake Highway, in Jackson County, Oregon - Contract No. 1633.

Gentlemen:

At the request of Mr. E. C. Hall, we enclose herewith consent of the Maryland Casualty Company to an extension of time for the completion of the above captioned contract to October 15, 1934.

Yours very truly,

HANSEN & ROWLAND, Inc.

By
Surety Bond Department.

FT
Enc.

FORM 9-A-1 15274 7500 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

47B

Sept. 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: L. C. SMITH

Dear Sir:

Herewith sub-contracts between E. C. Hall, contractor on No. 1655, and J. C. Compton for placing mineral aggregate and road oil and with three truck drivers, namely, A. L. Shough, Frank Parks, and Fred G. Pile for hauling gravel.

These sub-contracts have been approved by this office and are for your files. They cover almost exactly 20% of the contract price.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AFF
cc. V. L. Goodnight

——— Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. NRS 47-B

POST OFFICE BUILDING
PORTLAND, OREG.

August 20, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Hwy 21628

Form P. R. 2

U.S.Public Roads

State OREGON

Project No. NRS 47, Sec. B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of June, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 24th day of July, 1933, a project statement, which was approved by the Secretary on the 11th day of August, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 7th day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventeen thousand, five hundred twenty two and 48/100 dollars ($17,522.48) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act (Include amount, date, and citation of approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not act of legislature by which authorized) provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, Chap. 31, Laws of 1920, and Chap. 248 Laws of 1931.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1952+00 in the SW 1/4 of the SE 1/4 of Sec. 9, T 36 S. R 1 W., which is the south end of NRS 47-A, and survey station 2079+00 on the section line between the SE 1/4 of Sec. 19 and the SW 1/4 of Sec. 20, T 36 S. R 1 W, W. M.,

, length 2.405 miles, in Jackson County, being Section B of Oregon U.S.Public Works project No. NRS 47, consisting of 2.405 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~. known locally as the south unit of Agate-Little Butte Creek section of the Crater Lake Highway, between Medford and Crater Lake.

5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—3518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of seventeen thousand, five hundred twenty two and 48/100 dollars ($17,522.48), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty one thousand, five hundred nine and 50/100 dollars ($31,509.50), the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 175, Laws of 1917, Chap. 31, Laws of 1920 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of August, 19[illegible]

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture.~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Roads Project No. NRS 47-B State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 31,509.50 as the total estimated cost of said project, and the sum of $ 17,522.48 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of August one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—4829

By
Acting Chief, Bureau of Public Roads

FORM 8 A-1 13743 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 23, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: [illegible] FINKBINER

Dear Sir:

Your laboratory test #61671 shows 8% abrasion on gravel from the pit 2.1 miles north of Agate on Little Butte Creek. This pit was tested last Summer and your laboratory #53056 shows abrasion 5.3. Our contract with Mr. Hall for Agate-Little Butte Section provides that material from this pit may be used and he is setting up his gravel plant and expects to have it in operation about August 3rd. I am asking Goodnight to submit another sample for abrasion.

I realize abrasion may vary in different parts of the bar but after we have entered into contract based on using a certain bar previously tested, we cannot move the contractor out without compensating him. Several other tests have been made of gravel from Little Butte Creek from a bar up-stream about one mile and as I recall none of the tests of gravel in Little Butte Creek have shown an abrasion as high as 8%. Should the abrasion on the sample to be submitted by Goodnight show no improvement please discuss the situation with H. G. Smith at your earliest convenience and the three of us should make field inspection immediately thereafter if it appears necessary to move the contractor out of this pit.

In my opinion this material will be satisfactory for the purpose intended.

Very truly yours,

E. A. Collier
Division Engineer

cc.
R. H. Baldock
H. G. Smith
V. L. Goodnight
EAC:AWF

FORM E-A-1 19348 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

47-B

OREGON STATE HIGHWAY COMMISSION
SALEM

July 16, 1934.

NOTE
State Highway Engineer

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
[illegible]

V. L. Goodnight
Resident Engr.
Medford, Oregon.

Dear Sir:

In response to Mr. Brophy's letter requesting that we use every precaution to prevent fire in his dry pasture along the Crater Lake Highway, I suggest that you give Mr. Hall a copy of Mr. Brophy's letter, which I am inclosing herewith and that you suggest to Mr. Hall the advisability of blading a fire guard inside the fences for his own protection.

I am not lawyer enough to know what recourse Mr. Brophy would have against Mr. Hall in case of an accidentl fire but the State is protected by Mr. Hall's bond. It is very difficult to prevent careless actions of some of the contractor's crew.

We cannot require our contractor to plow fire guards inside the fence nor pay him for this work.

Very truly yours,

E. A. Collier
Division Engineer

cc. H. G. Smith
EAC:AWF

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Medford,
July 11, 1934

IN REPLY PLEASE REFER TO FILE NO.

V. L. Goodnight
Res. Engr.
Medford, Ore.

Dear Sir:

In regard to our recant conversation about the new construction on the Crater Lake Highway across our ranch, we feel the fire hazard at this time of year is very great. I am asking if you won't see every precaution be taken to protect us. There are about 1400 acres of dry pasture in danger.

Thanking you in advance for the favor I am asking, I am.

Very truly yours,

V. D. Brophy.

COPY

43-B

July 11, 1934

Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Attention: Mr. F. Tunnard,
Surety Bond Department

Gentlemen:

Reference is made to your letter of July 6 concerning your copy of the E. C. Hall contract for the construction of the Agate-Little Butte Creek Section of the Crater Lake Highway in Jackson County.

The express company reports that your copy of this contract was delivered to Bates, Lively & Pearson, Yeon Building, Portland, who are the local agents for the Aetna Casualty & Surety Company. They also report that, upon receipt of our inquiry, they traced this shipment, picked up your copy of the contract and delivered it to your Portland office in the Public Service Building. If you have not already received this copy of the contract or do not receive it within the next few days please advise and we will institute further search.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

NRA
WE DO OUR PART

INCORPORATED 1898
MARYLAND CASUALTY COMPANY
F. HIGHLANDS BURNS, PRESIDENT
HOME OFFICE. - BALTIMORE

CABLE ADDRESS "MARCASCO"
PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HANSEN & ROWLAND, INC.
General Agents for Western Washington
Bonding Department

WASHINGTON BUILDING
TACOMA

608-9 ALASKA BUILDING
SEATTLE

Tacoma, Washington.
July 6, 1934.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

RE: BOND NO. 44262 - E. C. HALL to STATE OF OREGON - Agate-Little Butte Creek Section of Crater Lake Highway in Jackson County, Oregon - Cont. #1633.

Dear Sir:

Your letter of June 25 received, in which you advise that copy of the above contract was sent to our Portland Office and that you are checking with the express company to ascertain if delivery was made. We would appreciate your advising us when you have a report from the express company.

Yours very truly,

HANSEN & ROWLAND, Inc.

By F. Tunnard
Surety Bond Department.

FT

FORM 9-A-1 19743 15M 5-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

17-B

OREGON STATE HIGHWAY COMMISSION
SALEM

July 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto you will find copy of a letter from E. C. Hall requesting permission to separate the gravel base, to be used on the Agate-Little Butte section of the Crater Lake Highway, into two sizes.

I see no objection to this procedure and have realized from the start that it will be very difficult to place screened gravel on an oiled surface without inconveniencing traffic quite a little bit. When Mr. Hall mentioned this plan to me I asked him to write this letter stating definitely that he would not ask any extra pay for separation into two sizes. Please advise at your early convenience.

I intend to call you by phone today on this but am sending this letter so that you will have a copy for your files.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

47-B.

June 25, 1934

Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

Attn. Mr. F. Tunnard
Surety Bond Department

Reference is made to your letter of June 23 stating that you had not yet received your copy of the E. C. Hall contract for the construction of the Agate-Little Butte Creek Section of the Crater Lake Highway in Jackson County, No. 1633.

Our records show that a copy was sent to your office in the Public Service Building, Portland. We are today checking with the express company to ascertain if delivery was made and will advise you of our findings.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

[illegible]
[illegible]
June 28, 1934

INCORPORATED 1898
MARYLAND CASUALTY COMPANY
F. HIGHLANDS BURNS, PRESIDENT

CABLE ADDRESS "MARCASCO"
PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HOME OFFICE - BALTIMORE
HANSEN & ROWLAND, INC.
General Agents for Western Washington
Bonding Department

WASHINGTON BUILDING
TACOMA

608-9 ALASKA BUILDING
SEATTLE

Tacoma, Washington.
June 25, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer, Secretary.

RE: BOND NO. 44262 - E. C. HALL to STATE OF OREGON - Agate-Little Butte Creek Section of Crater Lake Highway in Jackson County, Oregon. - Contract No. 1633.

Dear Sir:

Under date of June 11, 1934, you advised that you were sending by express to the Maryland Casualty Company, Hansen & Rowland, Inc., Agents, Public Service Building, Portland, an executed copy of the above captioned contract.

You are advised that to date this contract has not been received by us either at this office or at our Portland Office, and we would appreciate your forwarding another copy of the contract to us. Please forward it to our Tacoma Office.

Yours very truly,

HANSEN & ROWLAND, Inc.
By F. Tunnard
Surety Bond Department.

FT

PR-47B

June 11, 1934

E. C. Hall
Eugene
Oregon

Dear Sir:

We are sending you by express an executed copy of the contract that was awarded to you on May 17 for the construction of the Agate-Little Butte Creek Section of the Crater Lake Highway in Jackson County.

This copy is for your records and files.

Very truly yours,

Secretary

HBG:AJ

June 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the South Unit, Agate-Little Butte Creek Section, Project No. NRS 47-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 47-B

SOUTH UNIT, AGATE-LITTLE BUTTE CREEK SECTION
OF THE CRATER LAKE HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, June 2, 1934

8,600	cu. yds.	Excavation, Single Classification	$0.60	$ 5,160.00
1,000	yd. sta.	Overhaul	0.05	50.00
700	yd. mi.	Truck Haul	0.20	140.00
200	lin. ft.	12" Concrete Pipe	1.30	260.00
21	" "	18" " "	2.50	52.50
27	" "	24" " "	5.00	135.00
3	" "	36" " "	10.00	30.00
7,700	cu. yds.	Gravel Surfacing	1.35	10,395.00
270	M-Gals	Sprinkling	2.00	540.00
800	cu. yds.	Filler	0.40	320.00
1,600	yd. mi.	Hauling Filler	0.20	320.00
2,350	cu. yds.	Mineral Aggregate in Place	2.75	6,462.50
24	tons	Emulsified or Cut-back Asphalt	28.00	672.00
158	"	No. 3 Road Oil in Place	26.00	4,108.00
			Sub-total	$ 28,645.00
			10% Engr. & Cont.	2,864.50
			Total.........	$ 31,509.50

Length.......... 2.405 miles

Cost per mile $13,101.66

National Recovery Secondary Funds Requested................	$17,522.48
State Funds..	13,987.02
	$31,509.50

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1931.

State funds for Maintenance: Chapter 41, laws 1927; Chapter 248, Laws 1931.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 47-B

SOUTH UNIT, AGATE-LITTLE BUTTE CREEK SECTION
OF THE CRATER LAKE HIGHWAY IN JACKSON COUNTY

(Estimate to accompany revised plans. Not as basis for project agreement.)

Salem, Oregon, May 1, 1934

8,600	cu. yds.	Excavation, Single Classification	$ 0.50	$ 4,300.00
1,000	yd. sta.	Overhaul	0.03	30.00
700	yd. mi.	Truck Haul	0.15	105.00
200	lin. ft.	12" Concrete Pipe	1.50	300.00
21	" "	18" Concrete Pipe	2.50	52.50
27	" "	24" Concrete Pipe	3.50	94.50
3	" "	36" Concrete Pipe	7.00	21.00
7,700	cu. yds.	Gravel Surfacing	1.00	7,700.00
270	M-Gal.	Sprinkling	1.50	405.00
800	cu. yds.	Filler	0.50	400.00
1,600	yd. mi.	Hauling Filler	0.20	320.00
2,350	cu. yds.	Mineral Aggregate in Place	3.50	8,225.00
24	tons	Emulsified or Cut-back Asphalt	27.00	648.00
158	"	No. 3 Road Oil in Place	26.00	4,108.00
188	"	Tar in Place	26.00	(Alternate)

Sub-total	$ 26,709.00
10% Engr. & Cont.	2,670.90
Total	$ 29,379.90

Length	2.405 miles
Cost per mile	$ 12,216.17

National Recovery Secondary Funds Requested	$ 17,522.68	48
State Funds	11,857.22	42
	$ 29,379.90	

47-B

May 21st, 1934

Mr. E. C. Hall
Contractor
11th & Grant Street
Eugene, Oregon

Dear Sir:

For use in connection with the Agate-Little Butte Creek Bituminous Macadam Project which was recently awarded to you, we aretransmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Medford, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc E. A. Collier
V. L. Goodnight

Sect 8 - 47B

May 19, 1934

E. C. Hall, Contractor
11th & Grant St.,
Eugene, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the proposal submitted by you on May 17, 1934 for the construction work on the Agate-Little Butte Creek Section of the Crater Lake Highway in Jackson County. You may, therefore, consider this letter as your authority to commence construction operations immediately.

Contract forms will be sent to you shortly for execution.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - S. H. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 17, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U. S. Public Works project NRS 47-B, Agate-Little Butte Creek section of the Crater Lake Highway, to E. C. Hall, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Iron

FORM S-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

R-
17-B

May [illegible], 19[illegible].

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. [illegible]

Dear Sir:

I saw E. C. H[illegible] in Eugene yesterday and talked to him about the [illegible] job. He said he would bid $1[illegible] lower if permitted to use shovel in the rock quarry. He said he would put in a crusher which would handle rock much larger than could be handled by hand, [illegible] machine loading [illegible]. If it is [illegible] that the re-[illegible] [illegible] prevented [illegible] [illegible] for the [illegible] [illegible] would [illegible] and this difference would be [illegible].

This job is being advertised for gravel and I am very sorry that we could not get the rock for I believe that [illegible]-12 [illegible] would give better service than [illegible] 4" [illegible] gravel topping with [illegible]-2.

My reason for writing this letter is that you may have [illegible] arguement to present to the Bureau in the future to permit use of shovel in quarries which are not dice quarries but which are ordinarily called [illegible] quarries. The increased cost of hand quarries is not simply the difference between hand labor and shovel operation but in addition the rock must be broken down much smaller to be handled by hand and regular rock men cannot be obtained in the country. In fact it might be more logical to require hand work in a dice quarry than in a big rock quarry.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

47B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 2, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised plans, specifications and estimate for Oregon U. S. Public Works project NRS 47-B, the Agate-Little Butte Creek section of the Crater Lake Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Iron

47B

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed pages 1, 8, 13 and 14 of the special provisions for the Agate-Little Butte Creek Section, Projects Nos. NRS 47-A and NRS 47-B. These pages have been revised and are to replace the corresponding pages in the bid proposals which you now have, except the previous page 14 which should be renumbered 14-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

FORM 2-6-1 12356 1M 11-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

47-B

R H Baldock
State Highway Engineer
Salem Oregon

Attention Mr S H Probert ✓

Dear Sir;

On line 2 page 2 of Special Provisions for Agate-Little Butte Creek there is a reference to wood headers. Wood headers are not required by our standard specifications or by these special provisions and so I thought perhaps this has slipped in. If it is the intention to require headers clear mention of it should be made elsewhere.

On considering the estimate it seems the grade widening is pretty skinny and I expect contractors will bid around 50 cents in these times instead of 35.

Mr Cannon wrote to Mr Smith a day or so ago asking for the Reedsport descriptions and we would like to receive as soon as possible the description through the C Mc Johnson property on the south bank of the Umpqua. The others can wait your convenience.

Yours Truly
EACollier
E A Collier

417B

March 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed ten copies of Page 29 of the special provisions for the Agate-Little Butte Creek Section, Projects Nos. NRS 47-A and NRS 47-B, which page has been revised to exclude the clause which stated that payment for "Mineral Aggregate in Place," and "Asphalt in Place," should include the cost of furnishing and placing wood headers. The original specifications provided for the use of wood headers in construction of the bituminous macadam, but the use of the headers was eliminated in the revised specifications sent to you a few days ago.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

J1D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1934

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRS 47-B, the Agate-Little Butte Creek section of the Crater Lake Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

47B

March 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with your letter of March 2nd, we are submitting herewith revised copies of Sheet No. 17 of the special provisions for Projects NRS 47-A and B. The revised sheet shows the degree of penetration required for the asphalt and eliminates the requirement for the use of wood headers.

We still feel that the use of wood headers would be justified in this case due to the irregularities in the crown and surface elevation of the existing oiled surfacing. In similar cases, we have been able to get decidedly better results when headers were used. We ask, therefore, that our agreement to eliminate the use of headers on this project be not considered as establishing a general policy that headers are not to be used in connection with penetration types of bituminous macadam. On more important projects where the condition of the existing surfacing is similar, we will undoubtedly want your approval of the use of headers.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:KR

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 2, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of P. S. & E. papers covering proposed Oregon U. S. Public Works Projects Nos. 47-A & B, Agate-Little Butte Creek Section of the Crater Lake Highway, 3.5 miles of B-12 bituminous macadam.

Reference is made to our letter of February 1st relative to NRS 47-A, regarding the omission of asphalt penetration limits. The specifications now under consideration also omit this information, and revised special provision sheets are necessary.

On page 17 of the special provisions the use of 2x4 headers is required for the construction of the bituminous macadam. A considerable mileage of this type of surfacing has been constructed without the use of headers and the resulting surface has been satisfactory so that we doubt if the additional cost of the headers is justified.

Under the circumstances, we do not consider headers essential to this type of construction, and before forwarding these projects for approval, we would like to have your comments and reasons for the use of headers.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
[illegible]
State Highway Engineer

February 23, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the South Unit, Agate-Little Butte Creek Section, Project No. NRS 47-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 47-B

SOUTH UNIT, AGATE-LITTLE BUTTE CREEK SECTION OF THE CRATER LAKE HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, February 23, 1934

8,600	cu. yds.	Excavation, Single Classification	$ 0.35	$ 3,010.00
1,000	yd. sta.	Overhaul	0.05	50.00
700	yd. mi.	Truck Haul	0.20	140.00
200	lin. ft.	12" Concrete Pipe	1.50	300.00
21	" "	18" " "	2.00	42.00
27	" "	24" " "	3.00	81.00
3	" "	36" " "	5.00	15.00
3,900	cu. yds.	Mineral Aggregate in Place	3.25	12,675.00
240	tons	Asphalt in Place	25.00	6,000.00
25	"	Emulsified or Cut-back Asphalt in Seal Coat	25.00	625.00
1,800	cu. yds.	Gravel Shoulders	0.90	1,620.00
180	" "	Filler	0.50	90.00
360	yd. mi.	Hauling Filler	0.20	72.00
			Sub-total	$ 24,720.00
			10% Engr. & Cont.	2,472.00
			Total	$ 27,192.00

Length 2.405 miles
Cost per mile $ 11,306.44

National Recovery Secondary Highway Funds Requested $ 27,192.00

Oregon State Highway Department

National Recovery Secondary
Highway Project No. NRS 47-B

SOUTH UNIT, AGATE-LITTLE BUTTE CREEK SECTION
OF THE CRATER LAKE HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, February 23, 1934

8,600	cu. yds.	Excavation, Single Classification	$ 0.35	$ 3,010.00
1,000	yd. sta.	Overhaul	0.05	50.00
700	yd. mi.	Truck Haul	0.20	140.00
200	lin. ft.	12" Concrete Pipe	1.50	300.00
21	" "	18" " "	2.00	42.00
27	" "	24" " "	3.00	81.00
3	" "	36" " "	5.00	15.00
3,900	cu. yds.	Mineral Aggregate in Place	3.25	12,675.00
240	tons	Asphalt in Place	25.00	6,000.00
25	"	Emulsified or Cut-Back Asphalt in Seal Coat	25.00	625.00
1,800	cu. yds.	Gravel Shoulders	0.90	1,620.00
180	" "	Filler	0.50	90.00
360	yd. mi.	Hauling Filler	0.20	72.00
			Sub-total	$ 24,720.00
			10% Engr. & Cont.	2,472.00
			Total	$ 27,192.00

Length	2.405 miles
Cost per mile	$ 11,306.44

National Recovery Secondary Highway Funds Requested $ 27,192.00

FORM E A-1 11824 10M 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

47 B

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED

IN REPLY PLEASE
REFER TO FILE NO.

Feb. 9, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: M. G. SMITH

Dear Sir:

Inclosed herewith you will find Special Provisions and Engineer's Estimate for the Agate-Little Butte Creek Section as revised in accordance with your recent request.

We have approved minor betterment projects on the Little Butte and on the Sams Valley Secondary highways, which will require 1250 yards of oil rock besides some rejects and this material should be produced and stockpiled at this quarry. The State owns the quarry at Little Butte Creek and gravel from the bar 2 miles north of Agate has been arranged for at 5¢ a yard for the shoulders.

In accordance with Mr. Baldock's suggestion I have estimated and included in this project the production and stockpiling of sufficient mineral aggregate to place a B-12 on the Crater Lake Highway from the west end of this project at mile 7.00 back to mile 5.00 from Medford. The bituminous macadam to be placed at some future date on the 5.00 miles next to Medford will be much cheaper from Bear Creek and I believe suitable aggregate can be obtained there for at least a B-2.

Under separate cover we are sending by express today:

Profile.

Cross-sections

Mass Diagram.

Computation sheets,

~~Field notes.~~

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AN

SPECIAL PROVISIONS Feb. 8, 1934

Agate-Little Butte Cr. Section

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under the contract if awarded consists of the following work on the Agate-Little Butte Cr. Section of the Crater Lake Highway in Jackson County:

1-Construction of 3.54 miles of grade widening and gravel shoulders
2-Construction of 3.54 miles of bituminous macadam wearing surface type "B"-12.
3-Furnishing of approximately 6000 cubic yards of crushed rock in stockpiles.

The west end of the project is at station 2079 at mile 7.00 which is seven miles east of Medford and near Agate station.

The east end of the project is at station 1891+83.6, mile 10.54, which station is at the west end of the Little Butte Creek bridge near Eagle Point.

DATE OF COMPLETION

The work to be done under this contract shall be completed not later than Aug. 31, 1934.

FEDERAL AND STATE PROVISIONS RELATING TO LABOR

GRADING

The grade widening to be performed under this contract shall be performed and paid for in accordance with section 8 of the standard specifications. Materials not available on the right of way for the construction of embankment will be obtained from borrow pit at station 1945 to 1952. This borrow pit will be made available to the contractor free of cost.

Classification:
All excavation shall be classified on the single classification basis.

CULVERTS

The existing culverts are to be extended by the contractor with the same size and kind of pipe. Payment for culverts will be made as specified in sections 26 and 27 of the standard specifications, and shall include standard metal collars for the metal pipes;

BITUMINOUS LEVELING COURSE

The central 20 feet of the grade shall be brought up to the true profile grade and crown by the construction of one or more layers of bituminous macadam of variable thickness. Where it will require less than a 1" thickness of leveling course to bring the present oiled surface up to the true profile grade then this 1" or less shall be placed as a part of the bituminous macadam wearing surface. Where this leveling course is more than 1" in depth it shall be constructed of the same type of aggregates and paid for in the same manner as the bituminous macadam wearing surface. The size of the course aggregate shall be either 1¼" to 3/4" or ½" to 1½" according to the thickness of the leveling course.

VISIONS

Agate-Little Butte Cr. Sect.

(Bituminous Leveling Course)

The quantity of asphalt used in this leveling course shall be varied according ~~to the~~ thickness of the rock in accordance with the engineer's orders.

Sizes of Aggregate in Leveling Course

The sizes and approximate quantities of crushed rock to be furnished for use in constructing the bituminous macadam leveling course shall be as indicated by the following table:

ITEM	SIZE	APPROXIMATE QUANTITY REQUIRED
Coarse Rock	2½" - 1¼"	1050 cu. yd.
Fine Rock	1¼" - 3/4"	380 cu. yd.
Key Rock	3/4" - ½"	70 cu. yd. 2

[illegible] " " "

Aggregates To Be Furnished By Contractor:

Same as Cheshire-Prairie Road

Kind and Quality of Aggregates:

The aggregates to be furnished for use in he construction of the bituminous macadam shall be clean, crushed rock manufactured from the hardest, most durable and otherwise most suitable rock available from the State owned quarry at Little Butte Creek. All dirt and soft or otherwise unsuitable rock shall be stripped from the quarry before shooting and all soft or otherwise unsuitable rock encountered in the quarry excavation shall be separated from the hard rock and wasted, none being allowed to enter the crusher. The contractor shall bear all expense incidental to the opening, developing and operating of the quarry including the stripping of over-burden and the separating and wasting of such soft rock or other unsuitable material as may be encountered in the quarry. If necessary to obtain good rock the contractor will be required to take an 8 foot lift from floor of present quarry.

Grading and Cleanness of Aggregates:

Same as Cheshire-Prairie Road.

Sizes and Kinds of Aggregate:

The sizes and approximate quantities of crushed materials to be furnished for use in constructing the bituminous macadam wearing surface shall be as indicated by the following table:

ITEM	SIZE	APPROXIMATE QUANTITIES REQUIRED
Coarse Rock	2½" to 1¼"	2870 cubic yards
Key Rock	3/4" - ½"	730 " "
Coarse Screenings	½" - ¼"	610 " "
Fine Screenings	¼" - 0	290 " "

(Remainder of paragraph same as on pages 14 and 15 of the Cheshire-Prairie Road Section.)

The qua in of asphalt used in this leveling cou shall be varied according to the thickness o the rock in accordance with the engineer's orders.

BITUMINOUS MACADAM WEARING SURFACE

Standard Specifications:

Same as Cheshire-Prairie Road

Type of Bituminous Macadam:

Same as Cheshire-Prairie Road

Table of Details: " " "

Aggregates To Be Furnished By Contractor:

Same as Cheshire-Prairie Road

Kind and Quality of Aggregates:

The aggregates to be furnished for use in he construction of the bituminous macadam shall be clean, crushed rock manufactured from the hardest, most durable and otherwise most suitable rock available from the State owned quarry at Little Butte Creek. All dirt and soft or otherwise unsuitable rock shall be stripped from the quarry before shooting and all soft or otherwise unsuitable rock encountered in the quarry excavation shall be separated from the hard rock and wasted, none being allowed to enter the crusher. The contractor shall bear all expense incidental to the opening, developing and operating of the quarry including the stripping of over-burden and the separating and wasting of such soft rock or other unsuitable material as may be encountered in the quarry. If necessary to obtain good rock the contractor will be required to take an 8 foot lift from floor of present quarry.

Grading and Cleanness of Aggregates:

Same as Cheshire-Prairie Road.

Sizes and Kinds of Aggregate:

The sizes and approximate quantities of crushed materials to be furnished for use in constructing the bituminous macadam wearing surface shall be as indicated by the following table:

ITEM	SIZE	APPROXIMATE QUANTITIES REQUIRED
Coarse Rock	2½" to 1½"	2870 cubic yards
Key Rock	3/4" - ½"	730 " "
Coarse Screenings	½" - ¼"	610 " "
Fine Screenings	¼" - 0	290 " "

(Remainder of paragraph same as on pages 14 and 15 of the Cheshire-Prairie Road Section.)

BAR-RUN GRAVEL SHOULDERS

After construction of the grade widening and bituminous macadam, bar-run gravel shoulders as shown on the typical sections shall be placed on each side of the macadam and shall be bladed to true grade and shape and thoroughly rolled with a ten ton roller. If necessary for the proper binding of the shoulders ~~or topping materials~~ earth filler material shall be mixed uniformly into the gravel by means of blades before the gravel is finally compacted.

Materials:

The bar-run gravel to be used in the shoulders shall be selected bar-run gravel from the gravel bar on Little Butte Creek, 2 miles north of Agate. The gravel used shall contain not to exceed 35% of sand and other material which will pass a screen having ¼" square openings. It shall be uniformly graded material and any gravel more than 2" in diameter that may be contained in it which cannot be fully embedded in the gravel shoulders shall be raked out and disposed of in a manner satisfactory to the engineer. If in connection with the production of crushed rock for the bituminous macadam there should be an excess of some size of crushed rock, the contractor will be permitted to use such excess in the shoulder construction work in substitution for bar-run gravel provided the crushed material to be so used does not contain more than 35% of material that will pass a screen having ¼" square openings and does not contain any material more than 1½" in size.

Measurement and Payment:

For the construction of the ~~gravel topping and~~ gravel shoulders as above specified payment will be made at the price bid per cubic yard for gravel ~~topping and~~ shoulders, which price shall be understood to include and cover the hauling of the materials from the place of excavation to the places of deposit as well as all other work and expense involved in the construction of the ~~gravel topping~~ and gravel shoulders except the furnishing and placing of the earth filler materials, which items will be separately paid for as specified hereinafter. Should sprinkling of ~~topping or~~ shoulders be required, this will be done by State Forces or paid for on Price Agreement. The pay volumes of gravel shoulders will be determined by measurement of the materials in the hauling trucks at the points of delivery on the road. In case it is necessary to strip overburden from the gravel pit payment for such stripping as is ordered by the engineer will be made at the rate of 20¢ per cubic yard. The number of cubic yards to be paid for to be determined by cross-section measurement of the overburden in original position.

FILLER

Such filler materials as are required in connection with the construction of the gravel shoulders shall be furnished and paid for in accordance with the standard specifications for filler as given in section 12 of the standard specification form. Filler shall not in any case be used in quantities exceeding 15% of the quantities of gravel with which it is to be mixed and the filler shall consist of sandy loam or similar material and no clay shall be used.

SPECIAL PROVISIONS

Agate-Little Butte Cr. Sect.

CRUSHED ROCK IN STOCKPILES

Standard Specifications to Apply:

Same as Cheshire-Prairie Road Section

Kind and Quality of Materials:

The materials to be furnished shall be clean, crushed rock of the king hereinbefore specified under the heading "Kind and Quality of Aggregates."

Grading and Cleanness of Crushed Rock:

Same as Cheshire-Prairie Sect.

Size of Materials:

The materials to be furnished in stockpiles shall be of 4 sizes at least 90% of each size of the material shall pass a screen having openings of a certain size and at least 90% of each size of material shall be retained on a screen having openings of a certain other size. The size of the screen openings for each size of material shall be as follows:

Materials	Size of Openings in Screen through which at least 90% must pass.	Size of openings in screen through which 90% must be retaine
2½" - 1¼" Material	2½" circular	1¼" circular
1¼" - 3/4" "	1¼" "	3/4 "
3/4" ½" "	3/4" "	½" "
½" - ¼"	½" "	¼" square.

Each size or grade of materials shall be well and uniformly graded between the specified maximum and minimum limits.

Quantity of Materials:

The sizes and approximate quantities of crushed materials to be stockpiled are as follows.

Size	Stockpile at Quarry	Stockpile at Mile 7.0
2½" to 1¼"		3200 cu. yd.
1¼" to 3/4"	500 cu. yd.	0
3/4" - ½"	300 C Y.	850 cu. yd.
½" - ¼"	450 C. Y.	700 Cu. Yd.
Total ------	1250	4750 Cu. Yds.

MISCELLANEOUS PROVISIONS

Provisions for Traffic:

Counties from which labor is to be secured:

Transportation of Workers from Medford:

Damages in Case of Failure to Complete within Time Specified:

AL PROVISIONS Feb. 10, '34

Agate-Little Butte Cr. Sect.

ENGINEER'S ESTIMATE

Excavation, Single Class	10600 cu. yd.	@ .35	$ 3710.
Overhaul	1500 cu. yd. Sta.	.02	30.
Truck Haul	1900 cu. yd. mi.	.20	380.
12" corr. Iron culvert	14 lin. ft	2.00	28.
18" " "	6 " "	3.00	18.
24" " "	6 " "	4.00	24.
36" " "	12 " "	5.00	60.
12" Concrete Culvert	200 " "	1.50	300.
18" " "	21 " "	2.00	42.
24" " "	27 " "	3.00	81.
36" " "	3 " "	5.00	15.
Bar-run Gravel	2500 cu. yd.	.85	2125.
Filler	200 cu. yd.	@ .50	100.
Filler Haul	400 yd. mi.	@ .20	80.
Mineral Aggregate in place	3600 cu. yd.	@ 3.25	19,500.
Grade "E" Asphalt	360 tons	@ 25.00	9,000.
Cut Back Asphalt	35 tons	@ 26.00	910.
		Total	$ 36,403.
	Plus 10% for cobtingencies and engineering - - -		3,640.
	TOTAL for NRS project - - - - - -	@	$40,043.
	Royalty on gravel 2500 @ .03		75.
	Purchase of borrow pits and fencing		100.

Rock in Stockpiles for Mile 3 to 7 and for Little Butte & Sams Valley Secondary Hwys.

Crushed rock in stockpiles 6000 cu. yd. @ $1.50 -	$9000.
Hauling crushed rock to stockpiles 17500 yd. mi. @ .20 -	3500.
	$12500.
Plus 10% contingencies and engineering	1250.
For purchase & preparation of stockpile sites	175.
For rejects 1000 cu. yd. @ .25	250.
Haul rejects 900 yd. mi. @ .20	180.
TOTAL	$14,355.

TOTAL FOR CONTRACT BID ITEMS $48,903.

AGATE - LITTLE BUTTE Feb,10, 1934

Mineral aggregate for 3.54 miles of B - 12.

2½" - 1¼" = .070 x 2 x 5280 = 740 per mile x 3.54 mi. - 2620 + 250 = 2870
3/4" - ½" - .018 x 2 x 5280 - 190 per " x 3.54 - 672 +58 - 730
½" - ¼" - .015 x 2 x 5280 - 158 " " x 3.54 - 560+50 610
¼" - .007 x 2 x 5280 - 74 " " x 3.54 - 262+28 - 290
Total - - - .110 = 4110+390 = 4500 cu. yd.

Mineral aggregate for Leveling course

SIZE	NET FROM XSECTIONS	ALLOW COMPACTION & OVERRUN	TOTAL
2½" - 1¼"	733 cu. yd.	317	1050
1¼" - 3/4"	257 "	123	380
3/4" - ½"	50 "	20	70

Total aggregate for Leveling Course - - - - - - 1500 cu. yds.

AGATE - LITTLE BUTTE CR. Feb. 10, 1934.

CRUSHED ROCK IN STOCKPILES

For 1 mile of O-11 at Eagle Point and 1 mile of O-11 on Sams Valley.

					Maintenance		Total
1¼" - 3/4"	Rock	0.022 x 2 x 2 x 5280'	= 465	allow 35 = 500+			500
3/4" - ½"	"	.009 x 2 x 2 x 5280	- 190	" 20 - 210	+ 90	=	300
½" - ¼"	"	.015 x 2 x 2 x 5280	- 316	" 35 - 350	100	-	450
¼"-	"	.007 x 2 x 2 x 5280	- 148	" 12 @ 160	40	-	200
		.053					1450
					Less reject		200
							1250 cu. yd.

The above quantities are to be charged to 115 MH-504 and 115 MR-504 equally, and are to be stockpiled near quarry.

Haul ½ mile x 1250 = 625 yd. mi.

For B-12 mile 7.0 to mile 3.0 - 4 miles.

2½" - 1¼"	Rock	0.070 x 2 x 5280	- 740	per mi. x 4 - 2960	+ 240	-	3200	cu yd
3/4" - ½"	"	.018	- 190	- 760	90	-	850	
½" - ¼"	"	.015	- 158	630	70	-	700	
Rejects		.007	74	- 300	0	-	300	
		0.110		x 4 -0 4650	+ 400	— 5050 includes 300 rejects	5050	cu. yd

Haul 3.54 x 4750 = 16,800 yd. mi

Total stockpile 1250+4750 - 6000 cu. yd. crushed rock in piles
Total Haul 625+16800 - 17,425 say 17,500 yd. mi. haul

Rejects stockpiled 300 at mile 7, 200+ allow 500 - 700 near quarry - Total 1000 cu. yd.
Haul on rejects 300 x (3.54 - 0.5) - 900 yd. mi.

PROVISIONS

Feb. 10, '34

Agate-Little Butte Cr. Sect.

ENGINEER'S ESTIMATE

Excavation, Single Class	10600 cu. yd.	@ .35	$ 3710.
Overhaul	1500 cu. yd. Sta.	.02	30.
Truck Haul	1900 cu. yd. mi.	.20	380.
12" corr. Iron culvert	14 lin. ft	2.00	28.
18" " "	6 " "	3.00	18.
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36" " "	12 " "	5.00	60.
12" Concrete Culvert	200 " "	1.50	300.
18" " "	21 " "	2.00	42.
24" " "	27 " "	3.00	81.
36" " "	3 " "	5.00	15.
Bar-run Gravel	2500 cu. yd.	.85	2125.
Filler	200 cu. yd.	@ .50	100.
Filler Haul	400 yd. mi.	@ .20	80.
Mineral Aggregate in place	3600 cu. yd.	@ 3.25	19,500.
Grade "E" Asphalt	360 tons	@ 25.00	9,000.
Cut Back Asphalt	35 tons	@ 26.00	910.
		Total	$ 36,403.
Plus 10% for contingencies and engineering - - -			3,640.
TOTAL for NRS project - - - - -			$40,043.
Royalty on gravel 2500 @ .03			75.
Purchase of borrow pits and fencing			100.

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Crushed rock in stockpiles 6000 cu. yd. @ $1.50 -	$9000.
Hauling crushed rock to stockpiled 17500 yd. mi. @ .20 -	3500.
	$12500.
Plus 10% contingencies and engineering	1250.
For purchase & preparation of stockpile sites	175.
For rejects 1000 cu. yd. @ .25	250.
Haul rejects 900 yd. mi. @ .20	180.
TOTAL	$14,355.

TOTAL FOR CONTRACT BID ITEMS $48,903.

CONTRACT#1634,

SEE:

CONTRACT#1601,

20-

1 4 [illegible]

CONTRACT #1635

WPA Yaquina Bay Bridge # 1645

FORM B-A-1 10M 11-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 3, 1938

IN REPLY PLEASE REFER TO FILE NO.

30

Gilpin Construction Co.
General Construction Co.
503 Henry Building
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 27, 1938, voted unanimously to return to you your certified check in the amount of $500 which has been held in the Highway Commission's office for some time pending final settlement with the P.W.A. authorities with respect to the government grant of funds to finance the Yaquina Bay Bridge. I am returning the check to you herewith.

Very truly yours,

Secretary

HBG:AM

cc - Mr. R. H. Baldock
Mr. G. S. Paxson

cc - General Construction Co.
3840 Iowa Avenue
Seattle, Washington

FORM 8-E-1 2M 12-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

File Yaquina Bay Bridge

March 28, 1938

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

We are still holding a certified check for $500 from The Gilpin Construction Company and General Construction, contractors on the Yaquina Bay Bridge. This check was ordered held pending final settlement of the PWA grant on this project. Negotiations for this final settlement are proceeding very slowly. It appears that no one short of Washington can give us any direct answer about the matter. The certified check was held on account of alleged irregularities in labor and in cement count. We have never had any intimation from the federal government that either of these two matters had any bearing on the final grant adjustment. We have been advised that the labor claims were considered by the Labor Board and rejected. The alleged cement irregularity has never been officially recognized by the PWA. It would seem to me unfair to hold this check any longer.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
cc H. B. Glaisyer

Yaquina

March 11, 1938

Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Sir:

Relative to your inquiry whether or not we have returned to the Gilpin Construction Company and the General Construction Company, contractors for the Yaquina Bay Bridge construction, their $500 check that was substituted for their $5,000 check deposited with the State Highway Commission pending an adjustment of the labor claims in connection with this bridge construction work, wish to say that we are still retaining the $500 check.

Very truly yours,

HBG:AM

Secretary

FORM 8-E-1 4M 2-37
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 23, 1937

[illegible]

The Gilpin Construction Company
503 Henry Building
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting December 21, considered the matter of the returning of the $5,000 certified check deposited with the Commission by your company pending final ruling by the PWA on the labor claims filed against the Yaquina Bay Bridge contract and on the alleged irregularities in the counting of cement used. We are in receipt of a letter from the PWA advising that the labor claims have been considered by the Board of Labor Review, the claims rejected, and the matter disposed of. The final grant payments on this project have not yet been passed by the PWA auditors and until such action is taken the alleged cement irregularities can not be considered as disposed of. In view of the above the Highway Commission authorized the reduction in the amount of money retained from the $5,000 now held to $500. If you will arrange to furnish the Highway Commission with a $500 check the $5,000 check now held will be returned to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Bridge Engineer

GSP DK
cc H. B. Glaisyer
R. H. Baldock

FORM E-1 4M 2-37
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

(42)

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 13, 1937

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Please note attached correspondence concerning the $5,000 certified check from the Gilpin Construction Company and General Construction Company in connection with the Yaquina Bay Bridge. It was my understanding that you wished this matter referred to the Highway Commission for action.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP LH
cc H. B. Glaisyer

REFERRED TO
Glaisyer
~~R. H. State Highway Engineer~~
for com. meeting.
should minute
action re this matter

M

FORM [illegible] 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

RECEIVED
DEC [illegible] 1937

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

SALEM

December 13, 1937

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Please note attached correspondence concerning the $5,000 certified check from the Gilpin Construction Company and General Construction Company in connection with the Yaquina Bay Bridge. It was my understanding that you wished this matter referred to the Highway Commission for action.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
cc H. B. Glaisyer

NOTED
H B GLAISYER

FORM [illegible] 4M 2-37
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 2, 1937

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Under date of June 18, 1937, the Highway Commission directed that we retain a certified check for $5,000 from the final estimate paid The Gilpin Construction Company and General Construction Company, contractors for the construction of the Yaquina Bay Bridge at Newport, until such time as the controversy concerning wages was disposed of and until the government had completed its investigation of the alleged irregularity in cement accounting. We have received the attached letter from Mr. Hockley which apparently disposes of the labor claims. It has been six months since we heard anything concerning the cement investigation and in view of the fact that the government has paid the entire grant with the exception of some $25,000 held back pending receipt of the Auditor's report it would seem advisable to return this check to the above contractors and clean up all payments on the project.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP DK
Att.
cc J. M. Devers
H. B. Glaisyer

OK to clean this matter up as you suggest.

ion the matter of approving final
on of the Yaquina Bay Bridge on
ngineer's report on a discrepancy
ork and the outstanding claims for
indicate that there was a discrep-
ontractor, which, in his estimation,
re than 175,000 sacks of cement were
used in this job, and he would recommend approval of the final payment to the contractors were it not for the outstanding labor claims which aggregate several thousand dollars. He also said that there is a question in his mind whether or not the Commission should make final settlement to the contractors until these claims have been satisfied, especially in view of the fact that the structure is being financed in part with P.W.A. grant moneys, of which there is still approximately $400,000 due from the Government. He pointed out that final payment to the contractor will amount to approximately $48,000 and suggested that it might be satisfactory to pay them about $40,000 and retain the balance until the labor claims have been disposed of; or, make payment in full to the contractors if they will deposit with the Commission their certified check in an amount sufficient to cover all of the claims, such check to be held until the P.W.A. authorities have made their final investigation of the project and have passed it for approval. He suggested that a certified check in the amount of $5,000 would be sufficient.

The Attorney approved the plan suggested by the Engineer, which, he said, would enable him to file an application with the P.W.A. authorities for the balance of the grant moneys. He suggested, however, that full information in regard to the discrepancy in the amount of cement used and the claims should first be brought to the attention of Mr. C. C. Hockley, State Director, Public Works Administration, and his approval to the method of settlement obtained. After considerable discussion from all angles the Commission, by unanimous vote, approved payment in full to the contractor on the condition that the contractor will deposit with the Commission a certified check in the amount of $5000, which is to be held until the claims have been satisfied and subject to the further condition that the method of payment is approved by the P.W.A. officials. Chairman Cabell, the Engineer, and the Attorney were authorized to discuss the matter with Mr. Hockley at the earliest opportunity. The Attorney was instructed to prepare a form of agreement between the state and the contractor covering the entire matter.

Excerpt from the minutes of June 18, 1937:

The Attorney presented a form of agreement between the Commission and The Gilpin Construction Company and the General Construction Company covering the matter of final payment in connection with the Yaquina Bay Bridge construction on the Oregon Coast Highway at Newport. The Commission approved the agreement as written and instructed the Attorney to present it to the bridge company for acceptance and signature. (This agreement was signed by the Commission later in the session.)

Excerpt from the minutes of June 4, 1937:

The Commission had under consideration the matter of approving final payment to the contractors for the construction of the Yaquina Bay Bridge on the Oregon Coast Highway at Newport, and the Engineer's report on a discrepancy in the amount of cement used in this bridge work and the outstanding claims for labor. The Engineer advised that the records indicate that there was a discrepancy of 212 sacks of cement in favor of the contractor, which, in his estimation, is insignificant, in view of the fact that more than 175,000 sacks of cement were used in this job, and he would recommend approval of the final payment to the contractors were it not for the outstanding labor claims which aggregate several thousand dollars. He also said that there is a question in his mind whether or not the Commission should make final settlement to the contractors until these claims have been satisfied, especially in view of the fact that the structure is being financed in part with P.W.A. grant moneys, of which there is still approximately $400,000 due from the Government. He pointed out that final payment to the contractor will amount to approximately $48,000 and suggested that it might be satisfactory to pay them about $40,000 and retain the balance until the labor claims have been disposed of; or, make payment in full to the contractors if they will deposit with the Commission their certified check in an amount sufficient to cover all of the claims, such check to be held until the P.W.A. authorities have made their final investigation of the project and have passed it for approval. He suggested that a certified check in the amount of $5,000 would be sufficient.

The Attorney approved the plan suggested by the Engineer, which, he said, would enable him to file an application with the P.W.A. authorities for the balance of the grant moneys. He suggested, however, that full information in regard to the discrepancy in the amount of cement used and the claims should first be brought to the attention of Mr. C. C. Hockley, State Director, Public Works Administration, and his approval to the method of settlement obtained. After considerable discussion from all angles the Commission, by unanimous vote, approved payment in full to the contractor on the condition that the contractor will deposit with the Commission a certified check in the amount of $5000, which is to be held until the claims have been satisfied and subject to the further condition that the method of payment is approved by the P.W.A. officials. Chairman Cabell, the Engineer, and the Attorney were authorized to discuss the matter with Mr. Hockley at the earliest opportunity. The Attorney was instructed to prepare a form of agreement between the state and the contractor covering the entire matter.

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The Attorney presented a form of agreement between the Commission and The Gilpin Construction Company and the General Construction Company covering the matter of final payment in connection with the Yaquina Bay Bridge construction on the Oregon Coast Highway at Newport. The Commission approved the agreement as written and instructed the Attorney to present it to the bridge company for acceptance and signature. (This agreement was signed by the Commission later in the session.)

Excerpt from the minutes of June 4, 1937:

The Commission had under consideration the matter of approving final payment to the contractors for the construction of the Yaquina Bay Bridge on the Oregon Coast Highway at Newport, and the Engineer's report on a discrepancy in the amount of cement used in this bridge work and the outstanding claims for labor. The Engineer advised that the records indicate that there was a discrepancy of 212 sacks of cement in favor of the contractor, which, in his estimation, is insignificant, in view of the fact that more than 175,000 sacks of cement were used in this job, and he would recommend approval of the final payment to the contractors were it not for the outstanding labor claims which aggregate several thousand dollars. He also said that there is a question in his mind whether or not the Commission should make final settlement to the contractors until these claims have been satisfied, especially in view of the fact that the structure is being financed in part with P.W.A. grant moneys, of which there is still approximately $400,000 due from the Government. He pointed out that final payment to the contractor will amount to approximately $48,000 and suggested that it might be satisfactory to pay them about $40,000 and retain the balance until the labor claims have been disposed of; or, make payment in full to the contractors if they will deposit with the Commission their certified check in an amount sufficient to cover all of the claims, such check to be held until the P.W.A. authorities have made their final investigation of the project and have passed it for approval. He suggested that a certified check in the amount of $5,000 would be sufficient.

The Attorney approved the plan suggested by the Engineer, which, he said, would enable him to file an application with the P.W.A. authorities for the balance of the grant moneys. He suggested, however, that full information in regard to the discrepancy in the amount of cement used and the claims should first be brought to the attention of Mr. C. C. Hockley, State Director, Public Works Administration, and his approval to the method of settlement obtained. After considerable discussion from all angles the Commission, by unanimous vote, approved payment in full to the contractor on the condition that the contractor will deposit with the Commission a certified check in the amount of $5000, which is to be held until the claims have been satisfied and subject to the further condition that the method of payment is approved by the P.W.A. officials. Chairman Cabell, the Engineer, and the Attorney were authorized to discuss the matter with Mr. Hockley at the earliest opportunity. The Attorney was instructed to prepare a form of agreement between the state and the contractor covering the entire matter.

Excerpt from the minutes of June 18, 1937:

The Attorney presented a form of agreement between the Commission and The Gilpin Construction Company and the General Construction Company covering the matter of final payment in connection with the Yaquina Bay Bridge construction on the Oregon Coast Highway at Newport. The Commission approved the agreement as written and instructed the Attorney to present it to the bridge company for acceptance and signature. (This agreement was signed by the Commission later in the session.)

November 24, 1937

Mr. G. S. Paxson
Bridge Engineer
OFFICE

Dear Sir:

Attached hereto is an excerpt from the Highway Commission minutes of June 18, 1937, relating to the $5,000 certified check deposited by the Gilpin Construction Company and the General Construction Company pending payment of the final estimate in connection with their contract for the construction of the Yaquina Bay Bridge at Newport.

Mr. Baldock has asked me to bring this to your attention and inquire whether or not the Federal Government has approved final payment in connection with this job.

Very truly yours,

HBG:AM

Secretary

cc - Mr. Baldock

10M 7-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO F

November 24, 1937

Mr. G. S. Paxson
Bridge Engineer
OFFICE

NOTED

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Mr. Baldock has asked me to bring this to your attention and inquire whether or not the Federal Government has approved final payment in connection with this job.

Very truly yours,

HBG:AM

Secretary

cc - Mr. Baldock

FORM 8-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
JUL 30 1937
FOR FILING

July 28, 1937

Mr. J. M. Devers
Attorney
Office

Dear Sir:

I have a copy of Mrs. Ingalls letter to you concerning buildings at Newport. These buildings were built upon land belonging to the Case Estate and leased by that estate to the contractors on the Yaquina Bay Bridge and were built by permission of the contractors on this leased ground. The verbal understanding which Mrs. Ingalls mentioned was between her and the contractors and applied only to the contractors' buildings. At the completion of the construction work we occupied the buildings for approximately a month for which we paid Mrs. Ingalls $10 ground rental. We then took bids for the sale of the buildings but were notified under date of December 8 by Mrs. Ingalls as follows:

> "Due to the fact that in the removal of these said buildings from my property certain use must be made of roads and exits located thereon and constructed at my expense I consider it necessary to charge the sum of $50.00 per building for their removal over these certain roads and exits located thereon in order to compensate me to some degree for monies expended for their construction and upkeep and for the inconvenience of trespass.

Mrs. Ingalls is taking the position that we can not remove the buildings and at the same time is charging us rental for leaving them where they are. It would seem to me that in view of her notice of December 8, as quoted above, that her claim for rental could not be sustained.

Very truly yours,

G. S. Paxson
BridgeEngineer

GSP DK
cc R. H. Baldock

Newport, Oregon
July 26, 1937

Mr. John Devers, Attorney
Oregon State Highway Commission
Salem, Oregon

RECEIVED
1937
STATE HIGHWAY COMMISSION

Dear Mr. Devers:

I acknowledge receipt of your letter dated July 23, 1937 mailed to me at Portland, Oregon.

You state in your letter - "I have been asked by the Highway Commission to give personal attention to the controversy between you and the Commission with respect to some buildings which were constructed on your property and used during the construction of the bridge at Waldport, Oregon."

I am not aware of any specific controversy existing between myself and the Oregon State Highway Commission. However, I would be pleased to have you give the case your personal attention, because it is apparent you are not conversant with the facts and your attention was obviously directed to the construction of two small buildings, erected by the Gilpin Construction Col, Leasors, upon the property of the Samuel Case Estate located in the City of Newport, Oregon - not Waldport.

The writeris the legal executrix of the Samuel Case Estate, and in my opinion, the only real point of difference or issue that exists at the present moment, by and between the Oregon State Highway Commission and the Samuel Case Estate, regarding the buildings herein referred to, is the non-payment of several months ground rental.

The two buildings in question, were erected by the Gilpin Construction Company, Leasors, upon real estate owned by the Samuel Case Estate. The terms of said lease stipulated a very reasonable ground rental charge, due to the fact of a verbal understanding that all of the buildings to be erected would be considered and become a part of the real property, upon the completion of the construction project and upon the termination of occupancy by the constructors.

The Samuel Case Estate did not enter into any agreement with the Oregon State Highway Commission and had no definite notice of the occupancy by the Oregon State Highway Commission until the ground rental for December 1936, was paid by the said Highway Commission. Furthermore, the Case Estate has not, as yet, interposed any objections to the occupancy nor the removal of said buildings, by the Oregon State Highway Commission.

REFERRED TO
BY SECRETARY

REFERRED TO
Mr Babcock
BY SECRETARY

NOTED
H. B. GLAISYER

REFERRED TO
Payson
By State Highway Engineer

~~start~~
short report
from you please

These specific buildings have been occupied and in use, by the Oregon State Highway Commission continuously since December 1936, the date when said property was released by the Gilpin Company to the Samuel Case Estate. The ground rental for December 1936, in the amount of $10.00 was paid by the Oregon State Highway Commission.

Therefore, in compensation to the Case Estate for ground rental and said occupancy,/the Oregon State Highway Commission, I hereby make a claim for rental at the rate of $10.00 per month from January 1, 1937 to August 1, 1937 - which totals $70.00 to date.

Upon legal advise, I request that said rental by paid in full, previous to the removal of the buildings. Furthermore, any damage caused by the removal of materials and an adequate clean up of the grounds will be an obligation to be assumed by the Oregon State Highway Commission.

Very respectfully yours,

Ida M. Ingalls
Ida L. Ingalls - Executrix - for
the Estate of Saml Case

CC
H.B, Glaisyer.

RECEIVED
JUL 23 1937

Yaquina Bay Bridge

July 22, 1937

Mr. G. B. Eckles
U. S. Fidelity and Guaranty Company
1112 Bedell Building
Portland, Oregon

Dear Mr. Eckles:

I am giving you below the additional information that you requested in connection with the Gilpin Construction Company, contractors for the construction of the Yaquina Bay bridge.

Estimate Number 23, for work performed during the month of June, 1936, amounted to $56,049.39. Estimate Number 24, for work performed during the month of July 1936, amounted to $32,083.25.

The following additional information was given:

Total amount earned up to July 1, 1936	$1,202,663.23
Retained percentage	135,758.75
Total amount paid up to July 1, 1936	$1,066,904.48.
Total amount earned up to Aug. 1, 1936	$1,234,746.48
Retained percentage	135,758.75
Total amount paid up to Aug. 1, 1936	$1,098,987.73.

I trust that the above information will be satisfactory for your purpose. Should you need additional information please feel free to call upon us again.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:kr

H. B. G.

Estimate No. 23 on this job was for $56,049.39 for work performed from June 1st to 30th, 1936.

Figures were as follows:

Earned	$1,202,663.23
Rtd.	$ 135,758.75
Paid	$1,066,904.48

Estimate No. 24 for work performed between July 1st and 31st, 1936 was for $32,083.25. Figures were as follows:

Earned	$1,234,746.48
Retained	$ 135,758.75
Paid	$1,098,987.73

GBE:LK

REFERRED TO
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BY SECRETARY

see if you can get this

Portland 104

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OREGON

ly 20, 1937

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1937
STATE HIGHWAY COMMISSION

the information
It is just what
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ork that the
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to July 1st, and
the figure I am

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tional data asked
reciprocate the

ANSWERED
H. B. G.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

July 20, 1937

RECEIVED
1937
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

In Re: Gilpin Construction Company

Dear Mr. Glaisyer:

I appreciate very much, Mr. Glaisyer, the information that you gave me in your letter of July 9th. It is just what I wanted with the exception that I have been provided with no basis upon which to estimate the amount of work that the contractor may have performed between July 1st and July 7th. If you could give me the amount earned to August 1, 1936, then you see I could use 7/30 of the difference between the amount earned up to that date and the amount earned to July 1st, and that would give me a close approximation of the figure I am trying to get at.

While I dislike very much to put you to this additional trouble, if you can furnish me with the additional data asked for I will hope for an early opportunity to reciprocate the courtesy.

Yours very truly,

G B Eckles

Manager

GBE:LK

REFERRED TO
[illegible]
BY SECRETARY

See if you can get this

ANSWERED
H. B. G.

Portland 104

June - 1st to 30 -

E - 1,202,663.23

R - 135,758.75

Pd - 1,066,904.48

Est. #23 - $56,049.39

July 1st to 31st

E $1,234,746.48

R - 135,758.75

Pd - $1,098,987.73

Est. #24 - $32,083.25

RECEIVED
JUL 12 1937
FOR FILING

July 9, 1937

Mr. G. B. Eckles, General Manager
United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Dear Sir:

Replying to your letter of June 29 in regard to the Yaquina Bay Bridge job.

The best that I can do for you is to give you the figures to July 1, 1936, and the total amount earned on the job. You will have to make your own break-down to July 7 as I understand that figures are not available between the first and the seventh.

Total amount earned on contract	$1,260,621.90
Earned to July 1, 1936	1,202,663.23
Difference	$ 57,958.67

I trust that these figures will be of some value to you.

Very truly yours,

HBG:AM

Secretary

July 9, 1937

H. B. G.

The total amount earned on this job was $1,260,621.90

The total earned to July 1, 1936 was — — — — $1,202,663.23

Difference is — — $ 57,958.67

It is almost impossible to break the figures down to July 7th as requested.

J. McFarland.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

CEIVED
2 - 1937

RECEIVED
JUL 1 1937
G. B. E. ____________
Surety ____________
Casualty ____________
Cashier ____________
Claim ____________
File ____________

Gentlemen:

I have just received your letter of the 29th instant referring to a certain state highway contract and requesting information in regard thereto for use as a basis for additional premium charge.

I will be glad to see what I can do about getting the information you request if you will kindly advise me of the name of the contract. You inadvertently omitted that from your letter.

Very truly yours,

Secretary

HBG:AM

Sorry - I referred to the
Yaquina Bridge
Gilpin Construction & Jaf
General Contr.

Total earned to July 1 1936

$1,260,621.90
$1,202,663.23
$57,958.67

. G.

Herewith letter of G. B. Eckles with reference to Yaquina Bay Bridge Job. We can give him the figures to July 1, 1936 and the total amount of the job and he can make his own adjustments We have no way of breaking it down to July 7th, 1936 as he requests.

J. McF.

Jim
get us the figures you can

H—

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

EIVED
1937

RECEIVED
JUL 1 1937
G. B. E.
Surety
Casualty
Cashier
Claim
File

Gentlemen:

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I will be glad to see what I can do about getting the information you request if you will kindly advise me of the name of the contract. You inadvertently omitted that from your letter.

Very truly yours,

H B Glaisyer

Secretary

HBG:AM

Total end-
Earned to July 1,
1936

$1,260,621.90
$1,202,663.23
$57,958.67

Sorry - Figures to the Yaquina Bridge Gilpin Construction & Jag General Contr.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
1937

June 30, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. B. Eckles, Manager
United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

RECEIVED
JUL 1 1937
G. B. E.
Surety
Casualty
Cashier
Claim
File

Gentlemen:

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I will be glad to see what I can do about getting the information you request if you will kindly advise me of the name of the contract. You inadvertently omitted that from your letter.

Very truly yours,

Secretary

HBG:AM

[illegible] 1936

$1,260,621.90
$1,202,663.23
$57,958.67

Sorry - I referred to the Yaquina Bridge Gilpin Construction & Jas General Contr.

June 30, 1937

Mr. G. B. Eckles, Manager
United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Gentlemen:

I have just received your letter of the 29th instant referring to a certain state highway contract and requesting information in regard thereto for use as a basis for additional premium charge.

I will be glad to see what I can do about getting the information you request if you will kindly advise me of the name of the contract. You inadvertently omitted that from your letter.

Very truly yours,

HBG:AM

Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

VED
37
SSION

June 29, 1937.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

When the bond covering the above contract was written, a premium was charged for a period of two years beginning July 7, 1934 and ending July 7, 1936. After this latter date, an additional premium was to be charged based upon the amount of work, in dollars and cents, to be done from and after that date to complete the contract.

We will appreciate it very much if you will refer this matter to the engineers and request that we be supplied with an estimate made up as accurately as the circumstances permit, upon which we may base this additional premium charge.

Regretting that it is necessary to make this request of you, I am,

Yours very truly,

Manager.

GBE:W

REFERRED
BY SEC

follow this up.
see my rep

HBG

ACKNOWLEDGED
H. B. GLAISYER

Portland 104

#1635

RECEIVED
JUN 30 1937
FOR FILING

June 26, 1937

Mr. G. B. Eckles, Manager,
United States Fidelity & Guaranty Co.,
Bedell Building,
Portland, Oregon.

Dear Sir:

Responding to your inquiry of June 23rd you are advised that the total amount paid Gilpin Construction Company and General Construction Co., in connection with their contract for the bridge over Yaquina Bay in Lincoln County is $1,260,621.90.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

RECEIVED
JUL 1937
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

June 23, 1937.

Oregon State Highway Commission,
Salem, Oregon.

Re: Gilpin Construction Co. & General
Construction Co. - Yaquina Bay Bridge

Gentlemen:

Referring to the contract of the Gilpin Construction Co. and General Construction Co. for the construction of the Yaquina Bay Bridge in Lincoln County, we ask that you kindly advise the total amount paid the contractors. In order to make the proper premium adjustment, we must know whether or not there has been an increase or a decrease in the estimated contract price.

We will appreciate your early reply.

Yours very truly,

G B Eckles

DW- Manager.

TW 61 - $1,260,621.90

Portland 104

FORM 2-E-1 4M 2-37
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
JUN 7 1937
FOR FILING

June 4, 1937

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Sir:

Please note attached copy of a letter from Mr. E. R. Bohner, Special Agent, PWA Division of Investigation, advising that labor claims filed against the Yaquina Bay Bridge job amount to $13,567.82.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP DK
Enclosure

C
O
P
Y

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
DIVISION OF INVESTIGATIONS
400 Post Office Building
Seattle, Washington

June 2, 1937

Refer to File:
Ore. 022-MM.

Mr. G. S. Paxson,
Bridge Engineer,
Oregon State Highway Commission
Salem, Oregon.

Dear Mr. Paxson:

I am in receipt of your letter dated May 27 asking to be advised the amount of the labor claims filed against the Gilpin Construction Company and General Construction Company, contractors on the Yaquina Bay Bridge, Newport, Lincoln County, Oregon, PWA Docket 982.

The investigation conducted by this office developed that the labor claims amount to $13,567.82.

Very truly yours,

E. R. Bohner
Special Agent in Charge

FORM 2-K-1 2M 4-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

F

June 3, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,

Office.

Dear Mr. Baldock:

In response to your request for advice concerning the liability of the Commission and/or yourself for the payment of claims made by certain persons who it appears were employed by the contractor on the Yaquina Bay Bridge, and which claims, I am informed, were denied by the contractor and are now the subjects of litigation, notice of which claims and pending lawsuits have been served by the Commission on the contractor's sureties, which sureties have in writing informed the Commission that final payment under the contract may be made without thereby relieving the sureties, you are advised that under the above statement of facts final payment may be made to the contractor and no liability for payment of labor claims will be imposed thereby on either yourself or the Commission.

The sureties could request that final payment be withheld pending settlement of all labor and/or material claims, but, having consented to the making of final payment to the contractor, the sureties have waived any claim on moneys earned and unpaid under the contract, and are liable to persons who may establish claims against the contractor for services rendered or materials furnished.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW

cc G. S. Paxson

FORM 2-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

(5x)

June 1, 1937

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

During our conversation with Mr. Hancock last week he informed us that he had filed a report on the alleged falsification of the cement record at the Yaquina Bay job with his superiors and that he believed this report had been sent on to the Washington, D. C. headquarters.

Cement was delivered to this job principally by railway shipment to Yaquina and from thence by barge down the bay to the floating mixer. At the last of the job a small batch of cement was delivered by truck in order to complete the work. Our record of cement received is as follows:

By railway	174,000 sacks
By truck	1,412 sacks
The total cement received	175,412 sacks

The barge loaded with cement would be anchored alongside of the floating mixer and the cement would be loaded onto an elevator and raised to the mixing platform where it was dumped into the mixer by hand. Concrete was mixed in batches requiring six sacks of cement. To keep track of the cement used we placed a tally board at the mixer on which each batch was tallied by the man in charge of the mixer. As a check on this tally board we placed another tally board on top of the tower where the cement was dumped into the trucks. Our inspector checked one tally board against the other in making up his count of cement used. The contract provides for a definite amount of cement per cubic yard of the various classes in the main portion of the bridge. In addition to these portions cement was used in the handrail and in the concrete piling, and since these items were on a unit basis including all materials the actual amount of cement used was not of interest in making up the final estimate; therefore, only the concrete entering into the main portion of the structure was shown on tickets issued to the contractor. For our own record, however, we kept count of cement entering into handrail

M

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COMMIS
RY F. C

and piling. The contractor also furnished ready mixed concrete to the Consolidated Highway Company for their retaining walls at the bridge ends. The contractor also sold a small amount (25 sacks) to local people. We also have a record of the amount of cement wasted during the job. Our records of the total cement used, sold, and wasted is as follows:

Cement through mixer as shown by tickets		168,052 sacks
Used in concrete piling	732	
Wasted at pile yard	7	
Total piling		739 "
Used in Handrail		
Precasts	1080	
Coping, posts, etc.	2833	
Total in handrail		3913 "
Sold to Consolidated Highway Co., Inc.		2496 "
Sold to outside parties		25 "
Waste of which we have record		339 "
		175,564 sacks

The above tabulation accounts for 152 bags more cement than we have a record of having been shipped to the job. In addition to the amount which we show as wasted Mr. Hancock has a statement from the foreman who loaded the barges at Yaquina saying that one sling load of 60 bags was lost in the bay during the loading of the barges. This would make the total discrepancy between cement received and cement used 212 bags. This matter did not come to my attention until sometime in January of this year at which time Mr. Hancock called at this office and discussed with me the manner in which account of the cement was made and also the matter in which the contractor could profit by causing the cement record to show more cement used than was actually the case. At that time Mr. Hancock told me that he had affidavits from two of the workmen operating the mixer to the effect that Mr. Hermann and Mr. McEachren of the contractor's organization had directed them to raise the tally on the tally boards to show more cement used than was actually the case.

I gave Mr. Hancock all of the information available in our files and directed the resident engineer and inspectors to give Mr. Hancock all the information which they had. So far as I know he requested an affidavit only from Mr. R. G. Barnes who was concrete technician on the job. We have a copy of this affidavit in our files. Mr. Barnes says in this affidavit that in addition to the two tally boards at the mixer mentioned above that about the middle of the job he started having the truck drivers keep count of the batches which they hauled to the forms. He did not do this with the idea of a check on the mixer tally boards but did so in order to control the amount delivered to each part of the job. He says that on or about June 10, 1936, an inexperienced truck driver failed to tally five loads and that while he was investigating the discrepancy between the truck count and the mixer count a Mr. McIntyre informed him that some six months previously Mr. Hermann and Mr. McEachren had ordered them to change the tally boards at the mixer and that he had done so. He has alleged that this incident happened on December 26, 1935. This was reported to the resident engineer who after an examination judged it a case of a complaint by disgruntled employees, and in view of the fact that no evidence in our records supported the charge did not feel justified in accusing either Mr. Hermann or Mr. McEachren of dishonesty in the matter. Subsequent to Mr. Hancock's first interview with Mr. Barnes, Barnes interview a Mr. Anderson who had been employed as concrete finisher foreman at the Yaquina Bay Bridge, and Mr. Anderson told Barnes that Mr. Hermann had directed him to increase the amount of cement reported as used in the concrete finishing operations. Anderson stated that he did not do so.

I have never been shown the affidavits by the mixer operators nor the affidavit by Mr. Anderson which I understand was given to Mr. Hancock. I am not acquainted with either of the workmen operating the mixer. I have, however, known Mr. Anderson for at least fifteen years and have always regarded him as reliable. From talking with Mr. Hancock I understand that the amount of cement which the mixer operators claim to have falsely shown amounts to approximately twenty batches or 120 sacks. Our comparison of cement received and cement accounted for shows a discrepancy of only 212 sacks at the most. The amount is so small in comparison with the size of the contract and with the amount of cement delivered that it does not seem reasonable that men competent of supervising such a job would take the chance of criminal prosecution with so little to be gained. I have known Mr. Hermann for at least fifteen years and have had him as superintendent on several jobs. I have always found him trustworthy in every respect. This is the first job that I have come in contact with Mr. McEachren, however, my impression of him is such that I would be inclined to doubt very seriously the charges brought.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
cc J. M. Devers

FORM 8-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
JUN 4 1937
FOR FILING
Yaquina Bay
Bridge

May 27, 1937

Mr. E. R. Behner
Special Agent in Charge
Public Works Administration
400 Post Office Building
Seattle, Washington

Dear Sir:

We are advised that a large number of labor claims have been filed against the contractors for the construction of the Yaquina Bay Bridge near Newport in Lincoln County, Oregon, PWA Docket Oregon 982, The Gilpin Construction Company and General Construction Company, contractors. We are further advised that your organization has made a report which summarizes these labor claims. We would very much appreciate advice from you as to the total amount of the labor claims filed on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Bridge Engineer

GSP DK
cc R. H. Baldock

FORM 9-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
MAY 21 1937
FOR FILING
Yaquina Bay
Bridge

NOTED

May 20, 1937

Mr. J. M. Devers
Attorney
Office

Dear Sir:

Under date of May 14th I wrote to Mr. Hockley concerning the alleged falsification of cement records at the Yaquina Bay Bridge which matter has been discussed with you several times. In order that your files may be complete I am attaching a copy of this letter of May 14th.

I now have a reply from Mr. Hockley as per the attached. It is rather doubtful if we hear anything from the Investigation Division for several weeks as they are quite slow in answering requests of this kind. In the meantime what disposition should we make of the warrant for final estimate on this project.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
cc R. H. Baldock ✓

C
O
P
Y

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

State Director

Portland, Oregon
May 17, 1937

Engineering-JFM:b
Yaquina Bay Bridge
Docket 982 (Oregon)

Mr. G. S. Paxson,
Bridge Engineer,
State Highway Commission,
Salem, Oregon

Subject: Quantity of Cement Used

Dear Mr. Paxson:

Your letter of May 14, 1937.

We have requested the Investigation Division to advise us of the status and results of its investigation of the matters referred to in the second paragraph of your letter. If the investigation shows that there has been any error in the adjustment with the contractor for the amount of cement used, it will undoubtedly be necessary to clear the matter up before final payment of grant.

Yours very truly,

C. C. Hockley (Signed)

C. C. Hockley
State Director (Oregon)

For the Administrator

dk/

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 14, 1937

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 13, 1937, relative to final payment to contractor on the Yaquina Bay Bridge, Docket Oregon 982. To the best of our knowledge and belief the contractor on this project has completed this work in accordance with the terms of the contract. Subsequent to the completion of the work we have been informed that civil suit has been or is to be filed against the contractor by certain workmen who allege incomplete payment of wages on the project. No formal claims of such nature have been filed with this department. We have notified the contractor's bondsmen that we have been so informed and have their written consent to make final payment to the contractor notwithstanding the above mentioned labor claims.

We have also been informally advised that statements have been made alleging that the contractor has interfered with the accounting of the cement which entered into the construction of the bridge and that the amount of cement of which we credit the contractor with is greater than the actual amount used. Our records do not bear out this allegation and we have not been able to substantiate it. We have knowledge that this matter is a subject of an investigation by your organization, but have received no advice as to what steps are being taken concerning it.

The project is complete and our records show the amount of money owing the contractor on the final payment. Unless your organization has information which we do not possess it is our purpose to make this final payment. Other than the two matters mentioned above we have no knowledge of any exceptional circumstances relating to this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Bridge Engineer

GSPDK

FORM 9-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JA[illegible]LLE

H. B. GLAI[illegible] SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

Yaquina Bay [illegible]
[illegible]

RECEIVED
MAY 21 1937
FOR FILING

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 13, 1937

Mr. C. C. Hockley
State Director
Public Works Administration
808 Failing Building
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

On completion of the Yaquina Bay Bridge, The Gilpin Construction Company and General Construction Company, contractors, presented a claim for additional compensation due them on account of the change from the original plan for the footing elevations for Bents 9, 10, 11, and 12 of the south approach. (Refer to your change order 4 YBB).

Their claim, made under authority of Article 1057 of the Standard Specifications, was that by raising these footing elevations there was eliminated from their pay quantities approximately 535.6 cubic yards of excavation which would have cost them approximately $2.716 per cubic yard to perform, and by decreasing this cheaper excavation the unit price for all excavation for the structure was increased.

The Highway Commission has recognized the contractor's claim as just and have entered into a special agreement with the contractor wherein they have made him an allowance on his excavation cost to compensate for the change. Copies of this agreement setting forth the basis and method of computing the allowance are enclosed.

We request your approval of paying for this contingency from fund's provided for construction of Docket 982 and for including the same in the grant base.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Bridge Engineer

CAG DK
Enclosure
cc John Dickson
J. E. Donaldson
R. H. Baldock
J. M. Devers
M. E. Reid
C. C. Hockley 6

FORM 2-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
AUG 21 1937
FOR FILING

May 7, 1937

Mr. H. B. Glaisyer

Office

Dear Sir:

Attached find twenty-one copies of an agreement between the Highway Commission and Gilpin Construction and General Construction Company, contractors for the construction of the Yaquina Bay Bridge, covering claims made against contract No. 1635.

The agreements have been executed by the contractor and his sureties and are ready for the Commission's approval.

Please return twenty copies to this office after approval by the Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By G S Paxson

G. S. Paxson
Bridge Engineer

cag db

signed May 18, 1937

REFERRED TO
BY SECRETARY
[illegible] Contract

Filed in contract A
8-23-37 [illegible]

FORM 8-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
APR 22 1937
FOR FILING

April 16, 1937

Gilpin Construction Company
Henry Building
Portland, Oregon

Attention: Mr. H. A. Dick

Gentlemen:

In line with the conference of last Tuesday between Mr. McEachrin, Mr. Herman and yourself, and Mr. Baldock, Mr. Furrow, and myself of the Highway Department I have prepared an agreement covering the adjustment on the decrease in excavation on the south approach bents. We find in checking the final computations that the adjustment is slightly greater than was anticipated at the time of our conference due to the fact that detailed computations showed more yardage eliminated by the change than was shown in our original estimate. Included in this agreement is a provision making this adjustment together with such amounts as now remain unpaid under standard unit price items and extra work bills the final settlement on the project.

I trust that this will be found satisfactory to your companies. If you will execute all copies of this agreement, secure the endorsement of the bonding companies, and return to this office it will be presented to the Commission for their consideration. There is to be a Commission meeting on April 27 and 28, and if I can have them back prior to that time I will attempt to get them acted upon at that meeting.

I am enclosing one unbound copy for your file pending final execution of the other copies.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Bridge Engineer

GSP DK
cc R. H. Baldock

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this ________ day of ______, 1937, by and between the STATE OF OREGON by and through its STATE HIGHWAY COMMISSION, hereinafter called the State, party of the first part, and the GILPIN CONSTRUCTION COMPANY, a corporation, H. A. Dick, Vice President, and Otto Herman, Secretary, and GENERAL CONSTRUCTION COMPANY, a corporation, D. I. McEachrin, Vice President, and J. Samuelson, Secretary, hereinafter called the Contractor, parties of the second part.

WITNESSETH:

That, WHEREAS, the parties hereto on the 25th day of July, 1934, entered into a written agreement wherein and whereby the parties of the second part agreed to construct, pursuant to the plans and specifications incorporated in said agreement, a certain bridge over Yaquina Bay on the Oregon Coast Highway in Lincoln County, Oregon, which agreement is known as Oregon State Highway Commission Contract No. 1635; and

WHEREAS, from information obtained during the progress of the work it was found practicable to change the foundations for four bents of the south approach to said bridge and by the change to effect a saving in the cost of the structure in the amount of $7,849.62; and

WHEREAS, because the excavation required for the entire structure was contracted under one item and bid at one unit price and the change reduced the quantity of excavation on these approach bents which excavation was less costly to do than the average excavation in the entire project, the contractor suffered a loss in the amount by which the elimination of this less costly excavation increased the average unit cost of all excavation in the entire project. The unit cost of doing the excavation in the various parts of the project are accurately established by records on file with the State Highway Engineer. The amount of said loss is computed from said unit costs as follows:

Total excavation in approach bents according to revised plans	2,066.70 C.Y.
Total excavation in entire project according to revised plans	19,830.23 C.Y.
Excavation eliminated by change in approach bents	535.60 C.Y.
Total excavation according to original plans	20,365.83 C.Y.

Contractors total cost of excavation in approach bents $ 5,613.35

Unit cost of excavation in approach bents
$5,613.35 ÷ 2,066.70 = $2.716 per C.Y.

Contractors total cost of excavation in entire project $149,273.44

Unit cost of excavation in entire project $149,273.44 ÷ 19,830.23 = $7.528 per C.Y.

Contractors additional cost of excavation in approach bents if change had not been made 535.60 X $2.716 = $1,454.69

Contractors total cost of excavation if change had not been made
$149,273.44 + 1,454.69 = $150,728.13

Unit cost if change had not been made
$150,728.13 ÷ 20,365.83 = $7.401 per C.Y.

Increase in unit cost
$7.528 - $7.401 = $0.127 per C.Y.

Contractors loss
19,830.23 X $0.127 = $2,518.44;

and,

WHEREAS, Article 1057 of the Specifications and Contract Agreement for State Highway Bridge Construction applying to this project provides

> "Payment for Increased or Decreased Quantities."
>
> "Where alterations have been made in accordance with instructions from the Engineer, which result in a decrease or increase in the amount of any of the items on which the contractor has bid, the Engineer shall make a just and reasonable allowance for the cost of such alterations and shall show the amount of such allowance in his final estimate. This allowance may be either a deduction or an addition to the amount otherwise payable. In the calculation of the amount of this allowance, no consideration shall be given to the item of anticipated profits, and no claim for such anticipated profits shall be entertained by the Engineer."

NOW THEREFORE, the premises being in general as hereinabove stated, it is hereby mutually agreed by and between the parties hereto, as follows:

1. That the State shall allow and pay to the Contractor the sum of $2,518.44 as reimbursement of loss suffered by reason of said change, which amount shall be in addition to amounts to be paid the Contractor under unit quantities, based upon the quantities of work performed, and the unit prices therefore, as shown by said contract.

2. That on any and all claims which the Contractor has presented to the State and which the State has rejected the rejection shall be final and the Contractor hereby withdraws such claims and that the Contractor accepts the said sum of $2,518.44 as full, complete and final compensation for, and settlement of all claims of whatever kind or character which the Contractor has or may have by reason of the work done under the said contract, and no further claim shall be presented by the said Contractor or considered by the State in connection with the said contract, except such amount or amounts as may have been earned and now remain unpaid under the standard unit price items and extra work bills heretofore authorized in connection with the said Contract No. 1635.

IN WITNESS WHEREOF the parties hereto have subscribed their names and affixed their seals the day and year first above written.

STATE HIGHWAY COMMISSION

By______________________
As Chairman

ATTEST:

____
Secretary

By______________________
As Commissioner

APPROVED:

By______________________
As Commissioner

____
State Highway Engineer

PARTIES OF THE FIRST PART

WITNESSES

THE GILPIN CONSTRUCTION COMPANY
(SEAL)

____

By______________________

____

By______________________

GENERAL CONSTRUCTION COMPANY (SEAL)

By____________________________

By____________________________

PARTIES OF THE SECOND PART

Countersigned:	UNITED STATES FIDELITY AND GUARANTY COMPANY (SEAL)
By____________________________ Resident Agent	By____________________________ Attorney-in-Fact.
Countersigned:	HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By____________________________ Resident Agent	By____________________________ Attorney-in-Fact.
Countersigned:	THE AETNA CAUSALTY AND SURETY COMPANY (SEAL)
By____________________________ Resident Agent	By____________________________ Resident Vice-President
	By____________________________ Resident Assistant Secretary
Countersigned:	FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)
By____________________________ Resident Agent	By____________________________ Attorney-in-Fact.
Countersigned:	MARYLAND CASUALTY COMPANY (SEAL)
By____________________________ Resident Agent	By____________________________ Attorney-in-Fact.
Countersigned:	FIREMAN'S FUND INDEMNITY COMPANY (SEAL)
By____________________________ Resident Agent	By____________________________ Attorney-in-Fact.
Countersigned:	NEW AMSTERDAM CASUALTY COMPANY (SEAL)
By____________________________ Resident Agent	By____________________________ Attorney-in-Fact.

RECEIVED
MAR 1 1937
FOR FILING

Yaquina Bay
[illegible]

March 1, 1937

United States Fidelity & Guaranty Co.,
Bedell Building,
Portland, Oregon.

Attention: Mr. M. K. Sprott
Asst. Manager.

Gentlemen:

Reference is made to your letter of February 24th concerning contract of the Gilpin Construction Co. and General Construction Co. for the construction of the Yaquina Bay Bridge in Lincoln County.

You are advised that final payment has not yet been made on this contract and it will probably be some time before such payment will be made. You will be advised of total amount to be paid and your consent to such payment will be secured before the payment is made.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

RECEIVED
FEB 25 1937
OREGON
STATE HIGHWAY COMMISSION

February 24, 1937.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: Gilpin Construction Co. & General Construction Co. - Yaquina Bay Bridge

We note from an inquiry blank form recently completed by you at our request that the above contract has been finished. In order that we may make the necessary premium adjustment, will you please let us know the total amount paid the contractors under this contract.

Yours very truly,

Asst. Manager.

DW-

Portland 104 5M 10-7-36

FORM B-E-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
DEC 30 1936
FOR FILING
Yaquina Bay
Bridge

December 24, 1936

Mr. C. C. Hockley, State Director
Public Works Administration
808 Failing Building
Portland, Oregon

Dear Sir:

Please consider this our request for your approval of an extension of time to cover completion date for all work on the Yaquina Bay Bridge, P. W. A. Docket No. Oregon 982.

In accordance with the instructions set out in Bulletin No. 54, dated August 29, 1936, we submit the following data in support of the request:

1. Name of contractor and type of work.

   Gilpin Construction Company and General Construction Company.
   Bridge Construction.

2. Date of execution of the contract by the owner and the contractor.

   The contract was executed on July 25, 1934.

3. Date of approval of the contract by the State Director.

   The contract was approved by the State Director of the Public Works Administration on August 1, 1934.

4. Date work on the contract started.

   August 1, 1934.

5. Time of completion stated in the contract.

   The specified completion date in the contract is May 31, 1936. Change Order No. 12 YBB advanced this date to August 28, 1936.

6. This request is for retroactive approval and

   (a) All work on the contract was completed on November 28, 1936.
   (b) The work was formally accepted by the Oregon State Highway Commission at their meeting of December 17, 1936. (See copy of minutes of December 17 meeting, attached.)

7. Does not apply.

8. The effect of the change on the seven items in the standard classification of bridge costs.

   None

9. The effect of the change on the sureties' obligation under the contractor's performance bond.

   None. (See consent of sureties, attached.)

10. The extension of time requested.

    The Contractor requests that the extension of time be granted to and including November 28, 1936.

11. Liquidated damage, or the bonus and penalty stated in the contract.

    (See bonus and penalty clauses, attached.)

12. Reasons for extension requested.

    Construction work had progressed to such an extent that on August 25, 1936, it was possible to allow partial use of the structure by the grading contractor constructing the approach road fills and surfacing. Insofar as the bridge structure was concerned, it was ready for unrestricted traffic on the specified completion date, August 28, 1936. Construction of the approach roads was completed and the structure was opened to general highway traffic on September 6, 1936, and has been in use since that time. The extension of time requested is to cover the contractor's work in removing construction trestles and equipment. The contractor had fulfilled his obligation by having the structure ready for traffic on the specified completion date and the Commission has granted the request. Certified copies of the Commission Minutes covering this action are attached.

Will you please give this request for your approval of this extension of time your early consideration.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By

G. S. Paxson,
Acting Bridge Engineer

CAG:FL

6 cc - Mr. C. C. Hockley
1 cc - Mr. M. E. Reed
Mr. A. B. Eberhart
Mr. J. M. Devers
Mr. R. H. Baldock

Enclosures:
1. Gilpin Construction Company's letter of request
2. Consent of Sureties
3. Commission Minutes granting extension
4. Commission Minutes accepting the job
5. Bonus and penalty clauses

RECEIVED
DEC 30 1936
FOR FILING

[illegible] Bay
Bridge

December 3, 1936.

Mr. R. H. Baldock:

Attached is a request for extension of time as submitted by the Gilpin Construction Company and the General Construction Company, to cover the over-run of the specified completion date for the construction of the Yaquina Bay Bridge, Contract No. 1635. This request is accompanied by the consent of the sureties on the contract to the extension.

Bids for this work were received by the Highway Commission on May 17, 1934. The completion date specified in the contract was May 31, 1936. Contracts were not awarded until July 25, 1934. The firm has been granted one extension of time to compensate for the delay in awarding the contract. This time extension established the completion date as August 28, 1936.

Construction had progressed to such an extent that it was possible to open the roadway of the structure to limited traffic of the grading contractor constructing the approach roads on August 25, 1936, and to unlimited traffic of the general public on August 28, 1936.

On August 28, 1936, the specified completion date, the roadway was opened to general traffic, which made possible the discontinuance of the use of ferries at Newport. It has been in continuous use since that time. The contractor did not have the entire job site cleaned up, and it is his purpose at this time to request enough time to complete the general clean-up and move-out of equipment on the job.

Attached hereto is a letter from the Gilpin Construction Company and the General Construction Company dated November 21, formally applying for this extension. Also, a copy of a letter to the Gilpin & General Construction Company asking that they agree that this extension of time will not be the basis for any claim for bonus; also, a letter from the above contractors dated December 2, acknowledging receipt of our letter and agreeing that no bonus or penalty is due either party.

Since the state and the travelling public have been put to no additional expense, it is recommended that this request for extension be allowed.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

GSP:AP

#1635

U. S. FIDELITY & GUARANTY COMPANY
G. B. Eckles, Agent
Bedell Building
Portland, Oregon
HARTFORD ACCIDENT & INDEMNITY COMPANY
L. M. Miller, Agent
Spalding Building
Portland, Oregon
AETNA CASUALTY & SURETY COMPANY
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon
FIDELITY & DEPOSIT COMPANY OF MARYLAND
Clarence D. Porter, Agent
Failing Building
Portland, Oregon
MARYLAND CASUALTY COMPANY
B. O. Lipscomb, Agent
Pittock Block
Portland, Oregon
FIREMEN'S FUND INDEMNITY COMPANY
E. A. Valentine, Agent
Board of Trade Building
Portland, Oregon
NEW AMSTERDAM CASUALTY COMPANY
O. W. Davidson, Agent
Board of Trade Building
Portland, Oregon

Encl.- 22

cc - Gilpin Construction Co. &
General Construction Co.
Henry Building
Portland, Oregon

J. E. Donaldson
P.W.A. Auditor
Supreme Court Building

Highway Bridge Department

Gentlemen:

We have today received from the Secretary of State notices of claims by the following persons in the amounts opposite their names, against the Gilpin Construction Company and General Construction Company, for work done in the performance of State Highway Contract No. 1635 for the construction of the Yaquina Bay Bridge on the Oregon Coast Highway at Newport: Art. J. Jepson, $100; John Olson, $120; Kenneth Chipman, $340; Gilbert Cheever, $290; Hubert Davies, $290; Jack G. Mackey, $270; Otto E. Stowell, $215; Arthur Bain, $220; H. F. Houck, $300; John F. Anderson, $275; K. S. Dainard, $600; M. J. Marshall, $27; Ray Stewart, $200; Alfred Davies, $290; A. G. Patchett, $300; C. T. Gustafson, $156; Lloyd H. Klum, $305.85; Alver J. Ekstrom, $200; L. M. Lewis, $90; D. O. Baird, $300; Julius Johnsrud, $275; F. C. Block, $156.

Copies of these notices are being sent you as a surety on the contractors' bonds, and to the contractors.

Very truly yours,

Secretary

MHL

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, F. C. Block, has a claim for labor and services furnished in the sum of $136.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

F. C. BLOCK

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2586
Filed November 14, 1936
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Julius Johnsrud, has a claim for labor and services furnished in the sum of $275.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

JULIUS JOHNSRUD

Address: Care 1003 Corbett Building
Portland, Oregon

Recorded File No. 2587
Filed November 14 1936
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, D. O. Baird, has a claim for labor and services furnished in the sum of $300.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety,Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

D. O. BAIRD

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2585
Filed November 14, 1936
EARL SNELL, Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, L M L L. M. Lewis, has a claim for labor and services furnished in the sum of $90.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

L. M. LEWIS

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2582
Filed November 14, 1936
EARL SNELL, Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Alver J. Ekstrom, has a claim for labor and services furnished in the sum of $200.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

ALVER J. EKSTROM

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2584
Filed November 14, 1936
EARL SNELL,
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Lloyd R. Alum, has a claim for labor and services furnished in the sum of $305.85 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterday Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

LLOYD R. KLUM

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2581
Filed November 14,1936
EARL SNELL,
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, C. T. Gustafson, has a claim for labor and services furnished in the sum of $136.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

C. T. GUSTAFSON
By L. V. Lundburg, his attorney

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2583
Filed November 14, 1936
EARL SNELL,
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, A. G. Patchett, has a claim for labor and services furnished in the sum of $300.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

A. G. PATCHETT

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2590
Filed November 14, 1936
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Alfred Davies, has a claim for labor and services furnished in the sum of $290.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterday Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

ALFRED DAVIES

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2589
Filed November 14, 1936
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Roy Stewart, has a claim for labor and services furnished in the sum of $200.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

ROY STEWART
A dress: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2575
Filed November 14, 1936
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, M. J. Marshall, has a claim for labor and services furnished in the sum of $27.00 against the bond taken from theGilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

M. J. MARSHALL

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2576
Filed November 14, 1936
EARL SNELL,
Secretary of State

COPY

State of Orggon
Care Secretayy of State
Salem, Oregon

Notice is hereby given that the undersigned, K. W. Dainard, has a claim for labor and services furnished in the sum of $300.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland CasualtyCompany, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

K. W. DAINARD

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2574
Filed November 14, 1936
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned John F. Anderson, has a claim for labor and services furnished in the sum of $275.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterday Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

JOHN F. ANDERSON

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2573
November 14, 1936, filed
EARL SNELL, Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, H. F. Houck, has a claim for labor and services furnished in the sum of $300.00 against the bond taken from the Cilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

H. F. HOUCK

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2572
Filed November 14, 1936
EARL SNELL,
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Arthur Bain, has a claim for labor and services furnished in the sum of $220.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

ARTHUR BAIN

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2571
Filed November 14, 1936
EARL SNELL,
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Otto E. Stowell, has a claim for labor and services furnishedin the sum of $215.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway bridge across Yaquina Bay, at Newport, Oregon.

OTTO E. STOWELL

Address; Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2570
Filed November 14, 1936
EARL SNELL, Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Jack G. Mackey, has a claim for labor and services furnished in the sum of $270.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

JACK G. MACKEY
Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2569
Filed November 14, 1936
EARL SNELL,
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Hubert Davies, has a claim for labor and services furnished in the sum of $290.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterday Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

HUBERT DAVIES

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2588
Filed November 14, 1936
EARL SNELL,
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Gilbert Cheever, has a claim for labor and services furnished in the sum of $290.00 against the bond taken from the Cilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

$290.00

GILBERT CHEEVER

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2580
Filed November 14, 1936
EARL SNELL,
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Kenneth Chipman, has a claim for labor and services furnished in the sum of $340.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, theAetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterday Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

KENNETH CHIPMAN

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2577
Filed November 14, 1936
EARL SNELL,
Secretary of State

COPY

State of Oregon
Care Secretay of State
Salem, Oregon

Notice is hereby given that the undersigned, John Olson, has a claim for labor and services furnished in the sum of $120.00 against the bond taken from the Gilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

JOHN OLSON

By L.V. Lundburg, his Attorney

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2578
Filed November 14, 1936
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Art J. Jepson, has a claim for labor and services furnished in the sum of $100.00 against the bond taken from theGilpin Construction Company and the General Construction Company, principals, and the United States Fidelity and Guaranty Company, Hartford Accident and Indemnity Company, the Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport, Oregon.

ART J. JEPSON

By L. V. Lundburg, his attorney

Address: Care 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2579
Filed November 14, 1936
EARL SNELL,
Secretary of State

RECEIVED
DEC 2 1936

Yaquina Bay Bridge

December 1, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Sir:

Acknowledgement is hereby made of your letters of recent date enclosing three copies of notices of claim against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, and New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay on the Oregon Coast Highway, by the following claimants:

Art J. Jepson	$100	M. J. Marshall	$ 27
John Olson	120	Roy Stewart	200
Kenneth Chipman	540	Alfred Davies	290
Gilbert Cheever	290	A. G. Patchett	300
Hubert Davies	290	C. T. Gustafson	136
Jack G. Mackey	270	Lloyd R. Klum	305.85
Otto E. Stowell	215	Alver J. Ekstrom	200
Arthur Bain	220	L. M. Lewis	90
H. F. Houck	500	D. O. Baird	500
John F. Anderson	275	Julius Johnsrud	275
K. W. Dainard	300	F. C. Block	136

Copies of these notices of claim are being sent by us to the contractors and to the sureties on their bonds.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 25,1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by Art J. Jepson for $100.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company and New Amsterdam Casualty Company, sureties, for work on the bridge at Newport, Oregon, which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
Enc. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files a notice of claim by John Olson for $120.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U.S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company and New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S FM
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 27 1936

November 25, 1936

[illegible]

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim for $340.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay, which was filed in this office on November 24th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 27 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files three copies of a notice of claim by Gilbert Cheever for $250.00 against the bond taken from Gilpin Construction Company and General Construction Company, principal, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Co. Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge at Newport, Oregon, which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 27 1936
OREGON
HIGHWAY COMMISSION

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files three copies of a notice of claim by Hubert Davies for $290.00 against the bond taken from Gilpin Construction Company and the General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, the Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

[illegible]
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 27 1936
OREGON
[illegible]

November 25, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Jack G. Mackey for $270.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay, which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:TM
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 27 1936
OREGON
STATE HIGHWAY COMMISSION

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer, Secretary

There are enclosed three copies of a notice of claim by Otto E.Stowell for $215.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and the U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
enc. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

MAY 2 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by Arthur Bain for $220.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, Oregon, which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

C Fm
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 27 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed three copies of a notice of claim by H. F. Houck for $300.00 against the bond taken from Gilpin Construction Company and the General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, Oregon, which was received and filed in this office on November 24th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

C:FM
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 27 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by John F. Anderson for $275.00 against the bond taken from Gilpin Construction Company and the General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, the Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, Oregon, which was filed in this office on November 24, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
Encl. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 27 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by K.W.Dainerd for $300.00 against the bond taken from Gilpin Construction Company, and General Construction Company, principals, and U.S.Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, Oregon, which was filed in this office on November 24th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
Encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 27 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files three copies of a notice of claim by M. J. Marshall for $27.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

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encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 27 1936

November 25, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by Roy Stewart for $200.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

.F
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 28 1936

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Alfred Davies for $290.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U.S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, and which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 28 1936

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by A.G. Patchett for $300.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay, which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

C:h
encs.

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by C.T. Gustafson for $136.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U.S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Uaquina Bay at Newport, which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 28 1936

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Lloyd R. Klum for $305.85 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U.S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay, which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]
[illegible]

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim for $200.00 by Alver J. Ekstrom against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge at Newport, Oregon, which was received and filed in this office on November [illegible].

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

:F.
encs.

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 28 1936

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files three copies of a notice of claim by L. M. Lewis for $90.00 against the bond taken from Gilpin Construction Company and Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay, which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

Fm
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files three copies of a notice of claim of P. O. Reid for $300.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay, which was filed in this office on November [illegible]th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]M
[illegible]s. [illegible]

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 28 1936

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Julius Johnsrud for $275.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, which was received and filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

C:H
encs. 3

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

28 1936

November 27, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by F. C. Block for $136.00 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U.S.Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, New Amsterdam Casualty Company, sureties, for work on the bridge across Yaquina Bay at Newport, Oregon, which was filed in this office on November 14th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

lm
encl. 3

FORM [illegible]-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
DEC 30 1936
FOR FILING

Yaquina Bay
Bridge

November 25, 1936.

Gilpin Construction, and
General Construction Company
Henry Building
Portland, Oregon.

COPY

Attention Mr. H. A. Dick

Gentlemen:

Your letter of November 21, formally requesting the extension to November 28 on the Yaquina Bay bridge, together with the consent of your surety companies, has been received.

The contract for this job provides that bonus and penalty be reckoned from the date on which the structure is open to traffic. We consider that so far as your work is concerned, that the structure could have been opened to traffic on August 28, which is the date of the expiration of the contract as previously extended. There would therefore be no bonus or penalty due either party.

The extension which you are now formally applying for is made solely to enable you to complete the work on the contract subsequent to the opening of the bridge to traffic, and this extended date of November 28, 1936, is not to be considered in the computation of bonus or penalty.

In order that the record may be absolutely clear, I would ask that you acknowledge receipt of this letter and agree with us that bonus and penalty be reckoned from the August 28, date and not from this extended date of November 28, 1936.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

FORM D-E-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Yaquina Bay Bridge

November 25, 1936

Mr. C. C. Hockley, State Director
Public Works Administration
508 Failing Building
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Please consider this letter as our request for your approval of the following items that will appear on the final estimate to be paid Gilpin Construction Company and General Construction Company for their work on the Yaquina Bay Bridge, Contract No. 1635, Docket No. 982.

I Fender piling cut-off
See Price Agreement No. 5, enclosed

II Foundation piling cut-off
See Price Agreement No. 6, enclosed

III Cement Adjustment
See Price Agreement No. 7, enclosed

IV Welding Stringers
See Order for Extra Work No. 8, enclosed

V Revisions to electrical system
See Price Agreement No. 4, enclosed

VI Inspection of Pier 2 foundation
See Order for Extra Work No. 9, enclosed

VII Revisions to pouring Schedule
See Order for Extra Work No. 10, enclosed

VIII Miscellaneous
See Order for Extra Work No. 11, enclosed

An explanation of the items is as follows:

I This adjustment is made under authority given in Article 3036 of the contract. Price Agreement No. 5 supports the item.

II This adjustment is made under authority of Article 3036 of the contract. Price Agreement No. 6 supports the item.

III This adjustment is made under authority of Article 3046 of the contract. Price Agreement No. 7 of the contract supports the item.

IV An inspection of the 600-foot arch after erection was completed disclosed the fact that the expansion stringers at points D-4 and D-20 did not have the desired bearing area on the transverse beam. To correct this condition it was advisable to provide additional bearing area by welding splice pieces to the ends of the stringers. The estimated cost of this item is $200.

Work of this nature is not covered in the original contract and the attached Order for Extra Work No. 8 was issued to cover the cost of the item. We are enclosing the statement from the contractor as to what effect this additional work will have on the specified completion date of the contract.

V The original contract required the contractor to make electrical connections to a transformer to be installed on a pole at the north end of the bridge. Due to the landscaping work done at the north end it was advisable to move this pole location approximately 145 feet north from the bridge and to make the electrical connection at this point. This move requires the contractor to furnish additional labor and materials to extend the line from the bridge end to pole.

This is an extra item not included in the original contract and the enclosed Price Agreement No. 4 was issued to cover the cost of the additional work. The estimated cost of the work set forth on the Price Agreement is $125. We are enclosing a statement from the contractor as to what affect this additional work will have on the specified completion date of the contract.

VI Before placing the footing seal in the coffer dam at Pier 2 it was advisable to have this foundation thoroughly inspected by a competent diver. This was after the blow-up of the foundation when unwatering was attempted.

Work of this nature was not included in the original contract and the enclosed Order for Extra Work No. 9 was issued to cover the cost of the item. The estimated cost is $70.

VII The original plans presented to the contractor stated that it was not necessary to balance the loads on opposite sides of Piers 2 and 3 by pouring sections of the comparable deck slab on the 350-foot arches. Upon further investigation it was deemed advisable not to pour the entire deck on Span No. 2 600-foot arch until some of the deck on Spans 1 and 3 had been poured.

At the time this decision was made run-ways were in place and the concrete plant was located on the north side of the Bay, ready to pour all the roadway slab on Span 2. To comply with the revised schedule of pouring the slab it was necessary that the contractor move his run-ways and tow his portable concrete plant and material barges to the south side of the Bay.

Since this is a change in the original plan as presented to the contractor it is an item of extra work and the enclosed Order for Extra Work No. 10 was issued to cover the cost of the same. The estimated cost of the item is $175.

VIII The enclosed Order for Extra Work No. 11 sets forth the items and the reason for their classification as extra work.

Summary of Cost of Items

I	Fender Piling Cut-off	$ 1,243.08
II	Foundation Piling Cut-off	628.15
III	Cement Adjustment	-11,676.15
IV	Welding Stringers	200.00
V	Revisions to Electrical System	125.00
VI	Inspection of Pier 2 Foundation	70.00
VII	Revisions to Pouring Schedule	175.00
VIII	Miscellaneous	47.00

May we have your early consideration of our request for your approval of these items.

Yours very truly,

R. H. Baldock,
State Highway Engineer

By

G. S. Paxson,
Acting Bridge Engineer

3 - cc - Mr. C. C. Hockley
1 - cc - Mr. R. H. Baldock
1 - cc - Mr. J. M. Devers
1 - cc - Mr. M. E. Reed
1 - cc - Mr. R. A. Furrow

CAG:FL

Encls.

FORM 9-E-1 8M 3-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 19, 1936

Mr. C. C. Heckley
508 Failing Building
Portland, Oregon

Dear Sir:

With reference to our request for a change order covering the revisions to the north pier fender at the Yaquina Bay Bridge, dated August 10, 1936, we wish to present the following additional data to support the request for the change.

It was our original intention to substitute fifteen steel pile dolphins in place of the wood pile dolphins called for on the plans, and plans of the revision were submitted to and approved by the War Department. Further studies of the spacing of these dolphins disclosed that thirteen steel dolphins and one wooden dolphin would give ample protection, and the fender was constructed accordingly. We have notified the War Department of the change in the revised plan, and we are enclosing a copy of their letter of September 26, 1936, indicating their approval of the change.

All work of constructing the fender to the revised plan was performed by the contractor under Order for Extra Work No. 6, as submitted with our letter of August 10, 1936. The cost of the work is as follows:

Labor cost		$ 2,855.96
Equipment cost		1,819.29
Materials consisting of six steel pile points	$ 11.27	
112945# H Section	3,497.15	
Hardware	309.01	
Paint	132.71	
Miscellaneous Materials Consisting of welding supplies, etc.	115.14	
	4,065.28	
Contractor's Percent	203.26	4,268.54
Total		$ 8,943.79

We are enclosing quotations received by the contractor on steel H Sections used. Material of this type is not stocked extensively on the Pacific Coast and, while prices quoted were a factor in determining where to place the order for this material, it was necessary for the contractor to order such material as was immediately available.

No quotations were received on the other materials used except for approximately $240 of the hardware incorporated in the floating shear. Copies of these quotations will be secured for you from the contractor's files if you desire them.

A detailed statement of all materials used will be furnished you if you think it necessary.

The above figures indicate the cost of the work done under Order for Extra Work No. 6. All other items of cost are as indicated in our letter of application of August 10, 1936.

Any further information you may need with regard to this change will be supplied on request.

Yours very truly,

R. H. Baldock,
State Highway Engineer

By

G. S. Paxson,
Acting Bridge Engineer

CAG:FL

cc - C. C. Hookley
R. A. Furrow
M. E. Reed
J. M. Devers
R. H. Baldock

[illegible]

October 22, 1936

Mr. Leslie M. Scott,
1025 Yeon Building
Portland, Oregon

Dear Mr. Scott:

I have just received your note requesting the name of the state highway engineer who supervised the Yaquina Bay Bridge construction. I am pleased to inform you that this bridge was built under the direct supervision of Resident Engineer R. A. Furrow who has had many years experience with the State Highway Department. Mr. Furrow's address is still Newport, Oregon.

I was glad to see you again at Newport. Following the dedication we drove to North Bend where we stayed Saturday night, looked over Bandon the following morning and then drove to Klamath Falls, via Crescent City, Grants Pass, Medford, and Ashland. We attended the Klamath Falls-Weed Highway dedication on October 5. Dedications, you see, were quite in order for that weekend.

Needless to say, I recall another very pleasant trip that I made over this route when you were in the party and I have many pleasant memories of that trip and others that I took with the Commission when you were a member.

I am glad to be of service to you whenever possible. Please feel free to call upon me at any time and I will be pleased to respond to the best of my ability.

Very truly yours,

HBG:MC

Secretary

#1635

Dear Mr. Glaisyer,

Please [illegible]

[illegible]

[illegible]

State Hwy. Engineer [illegible]

[illegible]

[illegible]

[illegible]

ANSWERED
H. B. G.

I should like to

[illegible]

[illegible]

[illegible]

, 1936

. [illegible], Agent
L. H. Miller
ates, Lively & Pearson, Agents
und, Clarence B. Porter, Agent
[illegible], Agent

W. Davidson, Agent

letter that we have just
ldine, Oregon, in which
id for labor furnished the
Gilpin Construction Company
. 1635 for the construc-
the Oregon Coast Highway

you inasmuch as you ap-
by the contractors in

Very truly yours,

H. B. Glaisyer
Secretary

HBG:ALM

encl.

cc - General Construction Company
Gilpin Construction Company

C. B. Pearson

#1635

Yaquina Bay Bridge

October 15, 1936

U. S. Fidelity & Guaranty Co., C. B. Eakins, Agent
Hartford Accident & Indemnity Co., L. M. Miller
Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents
Fidelity & Deposit Company of Maryland, Clarence D. Porter, Agent
Maryland Casualty Company, R. C. Lipscomb, Agent
Fireman's Fund Indemnity Company
New Amsterdam Casualty Company, C. W. Davidson, Agent

Gentlemen:

Inclosed is a copy of a letter that we have just received from Mr. F. E. Price, Sheridan, Oregon, in which he claims that he has been under paid for labor furnished the General Construction Company and Gilpin Construction Company in connection with their contract No. 1635 for the construction of a bridge over Yaquina Bay on the Oregon Coast Highway at Newport in Lincoln County.

This information is given you inasmuch as you appear as surety on the bond furnished by the contractors in this instance.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:ALM

encl.

cc - General Construction Company
Gilpin Construction Company

G. S. Paxson

Ore.
1936

REFERRED TO
Paxson
By State Highway Engineer

See Davis & Chapman & answer to the point.

to enter a labor complaint
Common Labor. running
Cement finishing.
Cement. mixer emptying
on the fingers. &
stripping forms. 20 to 100
contend this labor.
hr. instead of 50 hr
I contend this
mixer. I contend P.W.a set
Second [illegible] paid $1.20 hr as
labor should have [illegible] The set wages of the
price. Cement finishing. The set [illegible] instead of 75
[illegible] now set at $1.20 an hr.
[illegible] which is 1.20 I am charging up to the
Cents. [illegible] The wages [illegible] me on the
state & government
Yaquina bridge.

Yours very truly
W. C. [illegible]
[illegible]
Ore.

Sheridan. Ore.
Oct 11 1936

State Highway Comm.
Salem. Ore.

Gentlemen.

I wish to enter a labor complaint
Common labor. running
on the yaquini bridge. allso cement finishing.
the cement mixer. the cement. mixer emptying
Working at first on the cement. the fingers. &
Cement slab. It was hard on the 20 to 100
lungs. allso working stripping forms. this labor.
feet off the ground. I contend instead of 50 hr
should of paid 75 cent an hr. I contend this
hr. Second running mixer. as P.W.a set
labor should have paid $1.20 hr the wages of the
price. Cement finishing. The set instead of 75
[illegible] was set at $1.20 an hr.
Cents. which was paid. So I am charging up to the
state & government the wages of the men on the
yaquini bridge.

Yours very truly
U. C. Price
Sheridan.
Ore.
[illegible]

October 15, 1936

Mr. W. E. Price
Box 373
Sheridan, Oregon

Dear Sir:

This acknowledges receipt of your letter of October 11 advising us of your claim against General Construction Company and the Gilpin Construction Company for services rendered in connection with the Yaquina Bay Bridge construction project.

It is noted that you feel that you were entitled to 75¢ per hour whereas the contractors only paid you 50¢ per hour for emptying cement sacks and that you claim that you should have been paid $1.20 per hour instead of 75¢ per hour for running the concrete mixer.

Labor in connection with all of the Oregon Coast Highway Bridge contracts was paid for according to the rules and regulations promulgated by the Public Works Administration and the labor payrolls were checked very closely by the Engineer in the Government employ, which indicates to us that you were paid the correct wage.

We are bringing this matter to the attention of the surety on the bond furnished by the contractor in connection with this project and also to the contractor and the P.W.A. auditor so they can investigate the same and see that you are correctly paid for your services in the event that your allegations are correct.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

September 29, 1936

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The status of the work on the Coast Bridges for the week ending September 26, 1936, is as follows:

YAQUINA BAY BRIDGE: (R. A. Furrow) Gilpin & General Construction Company. An average crew of 76 men this week. Finishing crews are on the concrete handrail, piers 2, 3, and 4 shafts, and on the finishing of the 265' and 232' arches. Forms and falsework are being removed from the pier shafts and arches as the finishing progresses. Steel painting crew is on the final coat for the floor system of the 600' arch and are painting the steel fender piling. Final completion should be shortly after the first of November.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

AGS:DD

NOTED
State Highway Engineer

#1635

x

September 11, 1936

U. S. FIDELITY & GUARANTY CO.
G. B. Eakles, Agent
1112 Bedell Building
Portland, Oregon

HARTFORD ACCIDENT & INDEMNITY CO.
L. M. Miller, Agent
Spalding Building
Portland, Oregon

AETNA CASUALTY & SURETY CO.
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon

FIDELITY & DEPOSIT CO. OF MARYLAND
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

MARYLAND CASUALTY CO.
Rodgers, Banks & Lipscomb, Agent
Railway Exchange Building
Portland, Oregon

FIREMAN'S FUND INDEMNITY CO.
E. A. Valentine, Agent
Board of Trade Building
Portland, Oregon

NEW AMSTERDAM CASUALTY CO.
Walter F. Cline, Agent
Porter Building
Portland, Oregon

Gentlemen:

We hand you herewith a copy of an affidavit of claim which has been filed in this office by Green, Tanner & Boesen and Lundburg, on behalf of twenty-one claimants listed therein, against Gilpin Construction Company and General Construction Company, for services rendered in the construction of the Oregon Coast Highway bridge across Yaquina Bay, at Newport, Lincoln County, being State Highway Contract No. 1635.

This notice is being sent you since you appear as one of the sureties on the bond furnished by the contractors.

Very truly yours,

Secretary

HHL
cc - Gilpin Construction Co. & General Construction Co.
Henry Building, Portland, Ore.

Encl.

cc - Bridge Department, OFFICE
J. E. Donaldson, PWA Auditor

September 10, 1936

GREEN, TANNER & BOESEN AND LUNDBURG, Lawyers
1008 Corbett Building
Portland, Oregon

Attention Mr. L. V. Lundburg

Dear Sir:

Responding to your request of September 4, there was sent to you yesterday by express a certified copy of the contract between the State Highway Commission and the Gilpin Construction Company and the General Construction Company for the construction of the Oregon Coast Highway Bridge across Yaquina Bay, at Newport.

I wish also to acknowledge receipt of the affidavit which accompanied your letter, listing claims which have been filed against this job.

In conformance with our usual practice, I am today forwarding copies of this affidavit to the contractors and to the several bonding companies which wrote the bond in connection with this bridge construction.

Very truly yours,

Secretary

HBG:MHL

#1135

GREEN, TANNER & BOESEN
LAWYERS

B. A. GREEN
K. C. TANNER
CHRIS BOESEN

ATWATER 3346
[illegible]77

1003 CORBETT BUILDING
PORTLAND, OREGON

September 4, 1936.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I am enclosing herewith an affidavit made for the purpose of securing copy of the contract and bond of the Gilpin Construction Company and General Construction Company for the work, or contract, on the Yaquina Bay bridge, Newport, Oregon.

I should be pleased to receive this at your earliest convenience.

Yours truly,

GREEN, TANNER & BOESEN and LUNDBURG
By L V Lundburg
L. V. Lundburg.

Encl.
LVL:m

REFERRED TO
[illegible]
BY SECRETARY

please get me copy
#883

sent copy 9/9/36
WHS

AFFIDAVIT

State of Oregon,)
) ss.
County of Multnomah,)

I, L. V. LUNDBURG, being first duly sworn, depose and say that I am one of the attorneys representing the following persons:

A. G. Patchett	$300.00
J. Mackey	270.00
Alfred Davies	285.00
Herbert Davies	285.00
Julius Johnsrud	275.00
Frank C. Block	136.00
D. O. Baird	280.00
A. J. Epstrom	200.00
C. T. Gustafson	136.00
L. M. Lewis	90.00
Lloyd R. Klum	307.95
Gilbert Cheever	290.00
Art J. Jepson	100.00
John Olson	120.00
Kenneth Chipman	304.00
M. J. Marshall	27.00
Roy Stewart	200.00
Kenneth W. Dainard	300.00
John F. Anderson	280.00
Henry F. Houck	300.00
Arthur Bain;	225.00

that I have been informed, and believe, and have received the statement from each one of these men, that they each have due from the Gilpin Construction Company and General Construction Company, general contractors for the Yaquina Bay bridge, and the bondsmen of these two companies, the approximate sum set opposite each of said names for work, labor and services rendered between the dates of August, 1934, and May, 1935; these claims being against the said Gilpin Construction Company and the General Construction Company, and said bondsmen, in relation to the work of building the Yaquina Bay bridge at Newport, Oregon; that I make this affidavit for the purpose of securing a certified copy of said contract and each bond for said claimants above named on said work.

L. V. Lundburg

Subscribed and sworn to before me this 5th day of September, 1936.

Chris Boesen
Notary Public
My Commission expires March 27, 1939.

#1635

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

RECEIVED
SEP 9 1936
OREGON
HIGHWAY COMMISSION

September 8th, 1936.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: Gilpin Construction Co. & General
Construction Co. - Yaquina Bay Bridge

We attach an inquiry blank form which we have received from the Fireman's Fund Indemnity Company, one of the co-sureties on the bond covering the above described project. When this form has been completed by you, kindly forward it to San Francisco in the enclosed envelope.

Yours very truly,

Asst. Manager.

DW-

USF&G
FORTIETH
YEAR

Portland 104 5m 2-17-36

FORM S-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 29, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Consolidated Contract Company
424 Henry Building
Portland, Oregon

Attention: Mr. John A. Logan

Gentlemen:

Confirming the understanding we had by phone this morning, plans are being made for the opening of the Yaquina Bay Bridge Sunday morning, September 6.

Information from our Resident Engineer in the field, confirmed by you this morning, is that all sub-base material is in place on both approaches and the completion of the base course and the keying and setting up of the macadam is ready to procede immediately after the roller is received on the job so as to properly prepare the sub-base for the macadam materials. This work of applying the macadam (materials having all been produced and in stock file) can easily be done during the coming week.

You will please see that this work is carried out and the roadbed, macadam and shoulders completed in all surface detail in anticipation of the general public use starting September 6, as above noted.

Mr. Baldock has issued a statement to the press notifying the public of this opening and there must be no slip-up in the completion of your required work to have everything in readiness for this event.

I shall make an inspection of the situation some time during the middle of the week and should it appear that additional force, equipment or proper application to the matter in hand is needed you will please comply with the instructions and orders of our Resident Engineer in order to attain the desired results.

Very truly yours,

F. D. EASON
Division Engineer

FDE:HF
cc R. H. Baldock ✓
H. G. Smith
G. S. Paxson
B. O. Johnson

FORM B E-1 2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 24, 1936

[illegible]

Mr. C. C. Hockley
State Director
Public Works Administration
506 Failing Building
Portland, Oregon

Dear Sir:

We are requesting your approval of a change covering certain extra work in connection with the closing of the crown section of the upper chord in the 600' steel arch span of the Yaquina Bay Bridge, P.W.A. Docket 982, Oregon.

Our plans specify that in fabricating the steel a two-inch opening be provided between the upper chord sections at U_{12}. They also state, "After full dead load, including deck slab, sidewalks, and handrail is in place U_{12} is to be closed."

This opening was provided for in the fabrication of the steel and existed at the time the erection was completed. However, this clearance was not sufficient to keep the point free, and since the application of the full dead load has caused the complete closing of this opening and the transmission of considerable stress through the point, it is now necessary to relieve this stress which will be done by removing the splice plates so that the chord ends can be burned off.

Force Order No. 7, copies of which are enclosed, covers the removing of the splice plates for access to the ends of the chords, burning off the chord ends, and the replacement of the splice plates redriving the rivets cut off. Our estimate of additional cost due to this change is $150.00.

As this work will be handled without interference with other work on the structure, the contractors have agreed that this will not be used as a basis for any change in the completion date of their contract. A copy of their letter to this effect is enclosed.

Since the above change is a necessary contingency, we ask your approval for payment of the cost thereof from construction funds set up for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer
By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure
cc R. H. Baldock ✓ M. E. Reed
J. M. Devers R. A. Furrow

FORM B B-1 2300 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK X
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 22, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
808 Failing Building
Portland, Oregon

Dear Sir:

Construction of the Yaquina Bay Bridge, P.W.A. Docket, No. 962 Oregon, will have progressed to such a point that limited traffic may be carried across the structure by August 25, this being the approximate date that the concrete in the last concrete hinges poured shall have obtained a sufficient age to permit them to carry their full designed loading. It is expected that all obstructions limiting the full use of the roadway will be removed by August 28, and that unrestricted traffic could be handled after that date. It is desired to permit the contractor on the grading of the approaches to start hauling surfacing across the bridge on August 25 and to open the bridge to regular highway traffic as soon after this as the approach roadways are in suitable condition to permit traffic to cross.

P.W.A. Bulletin, No. 52460, provides that before use and occupancy of a project the owner shall secure the approval of the State Director for said use and occupancy and also requires:

A. That all insurance companies having insurance in effect on the project are notified of the intended occupancy;

B. That the contractor consents in writing to this occupancy by the owner; that such occupancy shall not be construed as an acceptance by the owner of any part thereof; that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy; and,

C. That all building ordinances and regulations have been complied with.

In support of the above we are attaching copies of letters to the Gilpin Construction Company and General Construction Company, general contractors, F. L. Holser and Company, Inc., subcontractors for the erection and painting of the structural steel, NePage-McKenny Company, subcontractors for furnishing and installing electrical equipment, United States Fidelity and Guarantee Company, insurers of the principal contractor, Ocean Accident and Guarantee Corporation, Limited, insurers for F. L. Holser and Company, subcontractors, and Great American Indemnity Company, insurers for NePage-McKenny Company, subcontractors, advising of the proposed use and occupancy of this project.

We are also enclosing a copy of a letter from the Gilpin Construction Company and the General Construction Company dated August 20, 1936, consenting to the use and occupancy of the project as specified in our letter, but subject to certain conditions. In our letter to the contractors dated August 21, 1936, we have outlined the conditions that are acceptable to the State Highway Commission. A copy of this letter and a copy of the acceptance of the provisions set forth in it by the Gilpin Construction Company and the General Construction Company are enclosed. This being a bridge, there are no building ordinances applicable. The only regulations are those of the War Department which have been complied with.

As it is desired to permit the contractor on the approach grading to start hauling surfacing across the bridge on August 25, we would appreciate the early receipt of your approval of the above request.

Very truly yours,
R. H. Baldock,
State Highway Engineer

By
G. S. Paxson,
Acting Bridge Engineer

AGS:MN
Encl.
cc - R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow

SIONERS
NRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 20, 1936

Gilpin Construction Co. &
General Construction Co.
Henry Building
Portland, Oregon

COPY

Gentlemen:

It is our intention to open the Yaquina Bay Bridge to limited traffic of the contractor constructing the approach roads adjacent to the bridge ends on or about August 28, 1936, this being the approximate date that the concrete in the last arch rib hinges poured shall have obtained a sufficient age to permit them to carry their full designed loading.

This opening to limited traffic also depends on the roadway surface being freed from any obstructions or any other restrictions on the bridge which would interfere with the use of sufficient roadway width to accommodate this contractor's operations until such time as he has both approach roads completed and ready for general highway traffic, and on and after such time as the contractor constructing the approach roads has these roads in condition for general highway traffic. Then the bridge roadway must be in such shape that any obstructions or restrictions will not interfere with regular highway traffic.

Since all of your work on this project will not have been completed by this time, such opening to travel constitutes partial use and occupancy of the project. The Public Works Administration rules provide that in such cases all insurance companies which have written insurance on the project be notified of the intended occupancy, that the contractor be advised in writing by the owner that the occupancy of the project or any part thereof shall not be construed as an acceptance of the project or any part thereof, and that any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy.

It is also agreed that this partial occupancy shall not be used as a basis for any claim as to an extension of time on this project. Attached hereto are copies of notices to your subcontractors and to the insurance company of the intended occupancy.

This letter constitutes notice to you of the above mentioned use and occupancy, and we would appreciate acknowledgment of receipt and formal acceptance of the provisions thereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow
F. L. Holser & Co.
NePage-McKenny Co.
United States Fidelity and
Guarantee Company

CABELL, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 20, 1936

COPY

United States Fidelity & Guarantee Company

Baltimore, Maryland

Gentlemen:

Enclosed is a copy of a letter, the original of which was sent today to the Gilpin Construction Company and General Construction Company, contractors for the construction of the Yaquina Bay Bridge.

You will note that in said letter the Highway Commission has advised the contractors that it is their intention to open the bridge to limited traffic on or about August 25, 1936.

The Public Works Administration requires that notice of such use of the bridge be given to the contractors and to the insurance companies who have written insurance on the bridge. Therefor, this letter is addressed to you and the copy of the letter to the Gilpin Construction Company and General Construction Company is enclosed for the purpose of conforming with the requirements of the P.W.A.

We will appreciate a letter from you acknowledging receipt of this communication.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:DD
Enclosure

cc C. C. Mockley
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow
Gilpin Construction Co. &
General Construction Co.

ERS
CABELL, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

COPY

August 20, 1936

LePage-Zeleny Company
118 S. W. 9th Street
Portland, Oregon

Gentlemen:

For your information we are enclosing a copy of a letter this day mailed to the Gilpin Construction Company and General Construction Company, principal contractors for the construction of the Yaquina Bay Bridge on which project you have the subcontract for the erecting and painting of the structural steel.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow
Gilpin Construction Co. &
General Construction Co.

...ERS
...CABELL, CHAIRMAN, PORTLAND
...ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 20, 1936

COPY

Great American Indemnity Company
One Liberty Street
New York City, New York

Gentlemen:

We are enclosing a copy of a letter to Gilpin Construction Company and General Construction Company, principal contractors for the Yaquina Bay Bridge, and a copy of a letter to NePage-McKenny Company, subcontractors for electrical installation for the Yaquina Bay Bridge, and for which subcontractors you have written public liability insurance.

You will note that in said letter to the principal contractors and the subcontractors, the Highway Commission has advised them of their intention to open the bridge to traffic on or about August 25, 1936.

The Public Works Administration requires that notice of such use and occupancy be given to principal contractors and subcontractors and to all insurance companies who have written insurance on the bridge. Therefor, this letter is addressed to you for the purpose of conforming with the requirements of the P.W.A.

We will appreciate a letter from you acknowledging receipt of this communication so that the same may be placed in our permanent file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:DD
enclosure
cc C. C. Meekley
R. H. Baldock
J. M. Devers
H. E. Reed
R. A. Furrow
Gilpin Construction Co. &
General Construction Co.
NePage-McKenny Company

ONERS
F. CABELL, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

COPY

August 20, 1936

W. A. Holser & Company
5650 Wilshire Boulevard
Los Angeles, California

Gentlemen:

For your information we are enclosing a copy of a letter this day mailed to the Gilpin Construction Company and General Construction Company, principal contractors for the construction of the Yaquina Bay Bridge on which project you have the subcontract for furnishing and installing all electrical equipment.

Please acknowledge receipt of this letter and the copy of the letter addressed to said contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GAS:DD
Enclosure

cc C. C. Beckley
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow
Gilpin Construction Co. &
General Construction Co.

ONERS
F. CABELL, CHAIRMAN, PORTLAND
S. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

COPY

August 20, 1936

Ocean Accident and Guarantee Corp., Limited
5658 Wilshire Boulevard
Los Angeles, California

Gentlemen:

We are enclosing copies of a letter to Gilpin Construction Company and General Construction Company, principal contractors for the Yaquina Bay Bridge and a letter to F. L. Holser and Company, Inc., subcontractors for the erection and painting of structural steel for the Yaquina Bay Bridge, and for which subcontractors you have written public liability insurance.

You will note that in said letter to the principal contractors and the subcontractors, the Highway Commission has advised them of their intention to open the bridge to traffic on or about August 25, 1936.

The Public Works Administration requires that notice of such use and occupancy be given to principal contractors and subcontractors and to all insurance companies who have written insurance on the bridge. Therefor, this letter is addressed to you for the purpose of conforming with the requirements of the P.W.A.

We will appreciate a letter from you acknowledging receipt of this communication so that the same may be placed in our permanent file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAC:DD
Enclosure

cc C. C. Hockley
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow
Gilpin Construction Co. &
General Construction Co.
F. L. Holser & Co., Inc.

COPY

THE GILPIN CONSTRUCTION COMPANY
and
GENERAL CONSTRUCTION COMPANY
Henry Building
Portland, Oregon

August 20, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. G. S. Paxson, Bridge Engineer
Subject: Use of Yaquina Bay Bridge

Dear Sir:

We understand you are preparing to request permission for use by other contractors of the Yaquina Bay Bridge now being constructed by us under contract with you dated July 25, 1934.

We desire to cooperate with you in every way, even to the necessity of some additional expense on our part and we will be glad to accede to such request if the following conditions are complied with:

1. We shall not be liable or responsible for the injury to persons or damage to property of others, or damage to the bridge caused through its use by the public or any member thereof, or by any other contractor or his employees, and the State of Oregon will indemnify us against any loss or expense arising therefrom.

2. You agree to accept the bridge for general and unrestricted traffic on August 28, 1936, after which no penalty will be imposed on us for failure to complete before that date the work that may remain to be done and from which date the bonus of fifty dollars ($50.00) per day will commence to accrue should extension of time be granted for final completion.

3. As soon as you make any use, restricted or otherwise, of the bridge you will release us from the requirement of maintaining barricades or any highway traffic warning lights whatsoever, and assume full responsibility for providing watchmen or using such other means as may be necessary to restrict traffic in such manner as you choose between the date when you first use the bridge for restricted traffic and the date when you open it for unrestricted traffic.

4. We agree to place proper warning lights on any encroachments on full roadway width which may exist after August 28, 1936.

Any formal request for restricted use of the bridge immediately, if made with protection to us of the above conditions, will be immediately acceded to.

Very truly yours,

THE GILPIN CONSTRUCTION COMPANY
and
GENERAL CONSTRUCTION COMPANY

By H. A. Dick (Signed)
H. A. Dick, President
The Gilpin Construction Company
Asst. Secy, General Construction Co.

SIONERS
F. CABELL, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 21, 1936

The Gilpin Construction Company and
General Construction Company
Henry Building
Portland, Oregon

Attention: H. A. Dick

Gentlemen:

With reference to your letter of August 20, relative to partial use and occupancy of the Yaquina Bay Bridge, we advise:

1. The State will reimburse you for the cost of repairs of damage to the structure arising directly out of the use thereof by the public or the contractors on the approach embankments and caused by negligent acts of the public or said contractors. So far as authorized and empowered by law and not waiving the defense of an ultra vires act, the State Highway Commission, its officers, agents, and employes, in their official capacities and not individually or personally, will assume responsibility for injuries to persons or damages to the property of the general traveling public using the said bridge during the period of partial use and occupancy beginning on the date of the opening of the same to public travel and extending to the date of final acceptance; provided however, that no liability or responsibility is assumed in any capacity for acts of the contractor or his employes or agents, negligent, wilful or otherwise.

2. You will place the structure in such condition that it may be placed under traffic (continuously and without further interruption to traffic) on August 28, 1936, in which event the State agrees that the said date of August 28, 1936 shall be considered as the date from which bonus and/or penalty as set forth in the contract for this project shall be reckoned.

3. Upon the acceptance by the State of the above mentioned partial use and occupancy on August 25, 1936, you will be relieved of the requirement of maintaining barricades, other warning signs at the ends of the project, or watchmen at the ends of the project

whose function is to prevent highway traffic or other unauthorized persons from entering the premises.

4. You are to place proper warning lights or otherwise suitably safeguard any uncompleted portions of your project or any encroachments on the full roadway width, and to maintain such lights or safeguards until such parts of the project are completed or such encroachments are removed.

We are anxious that the approaches be surfaced and in condition to care for the Labor Day traffic. It is necessary that the matter receive the approval of the P.W.A. and so that we may obtain this approval, we ask that you wire us your answer.

Very truly yours

R. H. Baldock
State Highway Engineer

By
G. S. Paxson
Acting Bridge Engineer

GSP LD

cc C. C. Hockley
J. M. Devers
R. H. Baldock

FORM 5-E-1 2500 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Yaquina Bay Bridge

August 21, 1936

Mr. C. C. Hockley
State Director, P.W.A.
506 Failing Building
Portland, Oregon

NOTED
State Highway Engineer

Attention: Mr. Meagher

Dear Sir:

This department expects to start the trucking of surfacing materials for the approach embankments across the Yaquina Bay on August 25, on which date the required curing period for all concrete will have been had.

This trucking constitutes partial use and occupancy and we have notified the contractor of such intended partial use and occupancy. We have the contractor's consent for this procedure subject to certain conditions as to the assumption of liability for damage due to such use. The authority to accept these conditions lies with the Highway Commission itself and we are now obtaining their authorization. This will, however, take two or three days.

This matter was discussed in this office with Mr. Hockley today and he suggested that I advise you that the application for your approval of this partial use and occupancy would be delivered to you not later than Monday. Since it is quite important that this surfacing be done, I would appreciate it very much if you would notify Mr. Corey, Mr. Reed and myself of your approval as soon as the application and supporting documents are delivered. I will have these documents to you by Monday of next week.

Very truly yours

R. H. Baldock
State Highway Engineer

By
G. S. Paxson
Acting Bridge Engineer

GSP LD

Yaquina Bay Bridge

X

A ugust 15, 1936

Mr. G. S. Paxson
and
Mr. H. G. Smith:

Gentlemen:

Please arrange to have the Newport Bridge open by Labor Day so that I can officially advise the Press the weekend before Labor Day. If you can get it open before that time, advise me so that I can notify the Press with relation to that date.

Yours very truly,

RHB:MC

State Highway Engineer

Yaquina Bay Bridge

August 12, 1936

Mr. R. H. Baldock:

Please note attached order which I have prepared for your signature directing the release of a portion of the retained percentage on the Yaquina Bay Bridge.

The release of this retained percentage is optional with the State Highway Engineer, as noted in the second paragraph of the attached order.

The structure is so nearly complete that we can definitely set a date on the opening to traffic of the bridge. In view of the fact that the contractors will permit this opening to traffic and in view of the further fact that the state's interests seem amply protected by the three per cent retained under the order, I would recommend that the release be made according to the attached order.

GSPaxson

G. S. Paxson

GSP LD
Attached

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 12, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Acting Bridge Engineer
Office

Dear Sir:

The Gilpin Construction Co. and The General Construction Company, contractors for the construction of the Yaquina Bay Bridge in Lincoln County, Contract No. 1635, by August 31 will have completed their work, with the exception of a small amount of surface finish of concrete, the removal of a portion of the false work and work trestles and the completion of the painting of the structural steel. The cost of this unfinished work will be less than $25,000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount; it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreement supplementary thereto.

This structure will be definitely ready for opening to traffic on August 28 and will continue to be used by traffic during the completion of the remaining work under this contract. Since 3 per cent of the contract amount of this contract will exceed $37,900, it appears that the interests of the state will be amply protected if a sum of money equal to 3 per cent of the total value of completed work is retained until the job is completed.

I therefore hereby certify that in my judgment, the contractor is entitled to a release of all retained moneys earned under said contract, save and except an amount equal to three per cent of the value of the completed work; and I therefore order that there be

retained until said job be completed the sum of money equal to three per cent of the completed work and that all other earned or unpaid moneys be paid the said contractor as soon thereafter as is practicable.

This order is conditioned upon the contractor securing consent in writing of the surety companies to a reduction of the retained percentage from ten per cent to three per cent.

Very truly yours

R. H. Baldock
State Highway Engineer

5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 12, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Acting Bridge Engineer
Office

Dear Sir:

The Gilpin Construction Co. and The General Construction Company, contractors for the construction of the Yaquina Bay Bridge in Lincoln County, Contract No. 1635, by August 31 will have completed their work, with the exception of a small amount of surface finish of concrete, the removal of a portion of the false work and work trestles and the completion of the painting of the structural steel. The cost of this unfinished work will be less than $25,000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount; it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreement supplementary thereto.

This structure will be definitely ready for opening to traffic on August 28 and will continue to be used by traffic during the completion of the remaining work under this contract. Since 3 per cent of the contract amount of this contract will exceed $37,900, it appears that the interests of the state will be amply protected if a sum of money equal to 3 per cent of the total value of completed work is retained until the job is completed.

I therefore hereby certify that in my judgment, the contractor is entitled to a release of all retained moneys earned under said contract, save and except an amount equal to three per cent of the value of the completed work; and I therefore order that there be

E. B. ALDRICH
HENRY F. CABELL
COMMISSIONERS

retained until said job be completed the sum of money equal to three per cent of the completed work and that all other earned or unpaid moneys be paid the said contractor as soon thereafter as is practicable.

This order is conditioned upon the contractor securing consent in writing of the surety companies to a reduction of the retained percentage from ten per cent to three per cent.

Very truly yours

R. H. Baldock
State Highway Engineer

August 12, 1936

Mr. G. S. Paxson
Acting Bridge Engineer
Office

Dear Sir:

The Gilpin Construction Co. and The General Construction Company, contractors for the construction of the Yaquina Bay Bridge in Lincoln County, Contract No. 1685, by August 31 will have completed their work, with the exception of a small amount of surface finish of concrete, the removal of a portion of the false work and work trestles and the completion of the painting of the structural steel. The cost of this unfinished work will be less than $25,000.

Under the terms of this contract, 10 per cent of the contract amount is to be retained until such time as final payment is made or until such time as the State Highway Engineer may consider that on account of changes in plans or on account of other contingencies, the contractor is entitled to a release of part of this retained amount; it being provided further that in no event shall payment in excess of 97 per cent of the total value of the completed work and material delivered be made prior to completion and final acceptance of all work under the contract and under agreement supplementary thereto.

This structure will be definitely ready for opening to traffic on August 28 and will continue to be used by traffic during the completion of the remaining work under this contract. Since 3 per cent of the contract amount of this contract will exceed $37,900, it appears that the interests of the state will be amply protected if a sum of money equal to 3 per cent of the total value of completed work is retained until the job is completed.

I therefore hereby certify that in my judgment, the contractor is entitled to a release of all retained moneys earned under said contract, save and except an amount equal to three per cent of the value of the completed work; and I therefore order that there be

retained until said job be completed the sum of money equal to three per cent of the completed work and that all other earned or unpaid moneys be paid the said contractor as soon thereafter as is practicable.

This order is conditioned upon the contractor securing consent in writing of the surety companies to a reduction of the retained percentage from ten per cent to three per cent.

Very truly yours

R. H. Baldock
State Highway Engineer

FORM E-1 2500 8-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 10, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

We are hereby requesting your approval of a change order covering a revision to the pier protection at pier 2 of the Yaquina Bay Bridge, P.W.A. Docket No. 982, Oregon.

The original plans called for a series of seven, five and three pile dolphins to be constructed of piling treated by the mineralised cell process. These piling were driven for the protection at pier 3 and nine dolphins on the downstream or westerly end of the protection for pier 2 were driven. Due to shale rock being exposed over the balance of the area, it was impossible to drive wooden piling. Several attempts were made using steel shed piling and both a No. 2 Vulcan steam hammer and a heavy drop hammer, but not sufficient penetration was secured for the piling to stand up when the driver was moved away.

In order to check up on the feasability of steel "H" piling, a 10-inch by 49 pound piling was secured and driven for a test. This piling was driven to a penetration of eight feet in the shale rock, indicating that a penetration of from eight to ten feet in the rock can be secured without difficulty.

It is proposed to drive dolphins made up of 3 10-inch steel "H" piling at from 25 to 50 foot centers and extending from the pile dolphins now in place to the east end of the protection. A floating shear made up from the mineralised cell piling on hand is to be placed on both sides of these steel dolphins. Drawing No. 4873, blueprints of which are enclosed, shows the details of this protection. Approval of this change in the protection for pier 2 has been received from the War Department and copies of the revised permit are enclosed.

NOTED
State Highway Engineer

From this revision approximately 103 mineralized cell treated piling varying from 74 to 77 feet in length will be left on hand. Of this number some 33 will be used to make up the floating shear, leaving about 70 piling on hand. These represent a cost to the contractor of $28.00 each or a cost to the state when taken over of 5% additional, or $29.40 each. There will be an opportunity to use these in the Catching Slough Bridge near Marshfield. In arriving at the portion of the cost that should be charged against the Yaquina Bay Bridge, the cost of similar piling for the Coos Bay Bridge, which was approximately $21.00 each less the cost of barging from Yaquina Bay to Coos Bay estimated at $6.00 each, would leave a net charge of $14.40 per pile against the Yaquina Bay Bridge. Price Agreement No. 3, copies of which are attached, covers the taking over of these piling in accordance with paragraph 3038 of the general specifications.

Costs of this change are summarized as follows:

Additional Costs	
All Tests Including Material & Transportation Charges	$ 1,000.00
39 Steel H Piling in Place at $165.00	6,435.00
33 Mineralized cell piling for Shear Boom at $29.40	970.20
Labor and other Material on Shear Boom	1,086.80
70 Mineralized Cell Piling taken over at $29.40 less Salvage of $15.00 = $14.40	1,008.00
Total Additional Cost	$10,500.00
Decreased Cost	
103 Piling at 72' = 7416' at $70.00	$ 5,191.20
Port Orford Cedar Waling	368.80
	$ 5,560.00
Net Increased Cost	$ 4,940.00

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley (6)
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow

FORM S-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 13, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Consolidated Hwy. Co., Inc.,
Contractors,
424 Henry Building,
Portland, Oregon.

Gentlemen:

We are advised by the Bridge Department that the Yaquina Bay Bridge will be completed to a point where hauling will be permitted in connection with the construction work of the approaches on August 20. Your contract calls for the completion of the grading, rocking and oiling work by September 30. To date nothing has been done on your contract except clearing, culvert installation and wall work.

This grading work must be started immediately and prosecuted diligently with sufficient force and equipment to complete the approach work by the time the bridge is opened for traffic. This will probably be sometime in September, when a formal dedication will take place. I wish to call your attention to the special provisions on page 31 of your contract under title of "Schedule of Performance." You will please take immediate steps to get this work under way and completed as above outlined.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc R. H. Baldock
H. G. Smith
G. S. Paxson
B. O. Johnson

FORM 8-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATES FIDELITY AND GUARANTY COMPANY

OREGON STATE HIGHWAY COMMISSION

SALEM

July 10th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. F. D. Eason
Division Engineer
O f f i c e

NOTED
State Highway Engineer

Dear Sir:

I am advised by the bridge department that hauling can be permitted over the Yaquina Bay Bridge on August 20th, and that the community of Newport will dedicate the bridge sometime in September. There is even a possibility that the President will participate in the dedication.

These ceremonies make it imperative that the approaches to the bridge be expedited in every possible manner, and it seems to me that the Consolidated Highway Co., Inc. is very much under-anticipating the amount of work to be done.

If they have not started the full crew on the south approach please see that they do so immediately.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

#1635

Bay

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

July 2, 1936.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

RE: Gilpin Construction Co. & General Construction Co.-Yaquina Bay Bridge

We attach an inquiry blank form which we have received from the Maryland Casualty Company, one of the co-sureties on the bond covering the above described project. When this form has been completed, kindly forward it to San Francisco in the enclosed envelope.

Yours very truly

G. B. Eckles

Manager

Answered
[illegible] 1936
FI

O - $1,202,663.23
U.S. - F 135,758.75
Ad - $1,066,904.48

88[illegible]

FORM B-E-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 30, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
506 Failing Building
Portland, Oregon

Dear Mr. Hockley:

We hereby request your approval of a change order covering revisions to the pylons at piers 2 and 3 of the Yaquina Bay Bridge, P.W.A. Docket No. 982, Oregon.

These revisions consist of cutting down the height of these pylons above the sidewalk level from 74'9" to 40'0", and a revision in the details to fit with this change in height. This revision is fully shown in drawings 4851A and B, blueprints from which are attached.

Revisions in cost due to this change are as follows:

As per original plans		
Pier Shaft Concrete	328 C.Y. at $20.00	$ 6,560.00
Metal Reinforcement	15,000 Lbs. at 0.045	675.00
	Total Original Cost	$ 7,235.00
As per revised plans		
Pier Shaft Concrete	160 C.Y. at $20.00	$ 3,200.00
Metal Reinforcement	10,000 Lbs. at 0.045	450.00
	Total Revised Cost	$ 3,650.00
	Net Savings	$ 3,585.00

We are attaching copies of Price Agreement No. 3 in which the contractors have agreed to do this work at the scheduled contract prices. In this agreement it is also specified that this change will not be used as a basis for any claim for either additional payment or any change in the completion date of this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:CM
Enclosure
cc: M. E. Reed
R. A. Furrow
R. H. Baldock
J. M. Devers

FORM 5-E-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Yaquina Bay Br.

June 23, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
506 Failing Building
Portland, Oregon

Dear Sir:

In the construction of the Yaquina Bay Bridge (P.W.A. Docket 982-Oregon) it is anticipated that there will be some delay in the pouring of the final roadway slab sections on the steel spans due to the necessity of completing the pouring of piers 2 and 3 before these sections are poured.

This delay would handicap the contractors by holding up their hauling across these sections and will delay their final completion. It would also delay the contractors on the approach grading and surfacing and the opening of the bridge to traffic.

The contractors have asked permission to increase the cement content of their mix and the mixing time so that the concrete shall have obtained a suitable strength to open it to traffic in from a week to ten days. They have agreed to take care of the cost of additional cement used over that called for in our specifications and any other cost involved so that there would be no additional expense to the state. Copies of a letter from the contractors asking this permission are attached.

We will work out a suitable mix, will require a mixing time of not less than four minutes, and will not open these sections to traffic until test cylinders cast from the concrete have a strength of at least 3,500 pounds per square inch. Contingent upon the above we ask your approval of the granting of this permission which is covered in paragraph 3061 of the general contract as follows:

"Unless otherwise permitted by the engineer, concrete bridge floors shall be closed to traffic for a period of at least

28 days after placing, and for such additional time as may be deemed advisable".

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

AGS:DD
Enclosure

cc C. C. Hockley (6)
R. H. Baldock
J. M. Devers
M. E. Reed, P.W.A. R.E.I.
R. A. Furrow

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

CLASS OF SERVICE DESIRED	
FAST TELEGRAM	
DAY LETTER	
NIGHT TELEGRAM	
NIGHT LETTER	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAMS TO ALL AMERICA

THE MACKAY SYSTEM
POSTAL TELEGRAPH
COMMERCIAL CABLES
THE PULSE OF THE WORLD

CABLEGRAMS TO ALL THE WORLD

RECEIVER'S NUMBER	
CHECK	
TIME FILED	
STANDARD TIME	

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2 Dbl.

Salem, Oregon
June 22, 1936.

[illegible]

CHIEF OF ENGINEERS
WAR DEPARTMENT
WASHINGTON, D C

APPLICATION FOR REVISION OF FENDERS AT YAQUINA BAY BRIDGE LINCOLN COUNTY OREGON FORWARDED TO YOU FROM YOUR PORTLAND OFFICE STOP WOULD REQUEST ADVICE BY WIRE WHEN ACTION IS TAKEN ON THIS APPLICATION

R.H.BAldock
State Highway Engineer for Oregon

Prepaid
Chg. Hwy Dept.

GSP:AP

FORM 5-E-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Yaquina Bay Br.

June 9, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Sir:

We hereby request your approval of a change covering footing elevations for the north plaza for the Yaquina Bay Bridge.

Drawing number 4866 gave plan elevations for certain footings and carried a notation to the effect that for the plan elevations for footings not shown that the plan elevation would be established at five feet below the normal ground line. The table of footing elevations as shown on the revised drawing number 4866 gives the elevation established for these footings and the elevation that the footings were actually set at. You will note from this table that footings numbered 1 right and left, 2 right and left, 3 left, 4 right, 5 right, 8 right, 9 right, 10 right, 11 right, 12 right, 13 right, 14 right, 15 left, 16 left, 17 left, and wall footings section F, G, H, J, K, M, N, R, 1R, and 2R were all carried below the elevation established.

The quantities involved in this change will be paid for under change order and the estimated increased cost is as follows:

Contract Item No. 2

Excavation Below
Elevation Shown 95.2 Cu. Yds. at $5.00 . . . . $476.00

Contract Item No. 9

Class "A" Concrete
in Beams & Columns 8.2 Cu. Yds. at $29.50 . . . 241.90

Contract Item No. 13

Metal Reinforcing 600 pounds at $.045 . . . $27.00

or a total increased cost of $744.90.

We are enclosing eight prints of revised drawing number 4866 and also a letter from the contractor stating that this change will not be used as basis to request additional time for completion of the contract.

Since this is a necessary contingency, we ask for your approval for paying for this work from the P. W. A. funds.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

CAG:ED

Enclosure

cc C. C. Hockley (6)
R. H. Baldock
J. M. Devers
M. E. Reed
R. A. Furrow

FORM 5-2-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Yaquina Bridge

May 28, 1936

Mr. C. C. Hockley
State Director
Public Works Administration
508 Failing Building
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Your approval is requested of a change order for the Yaquina Bay Bridge, P. W. A. Docket, No. 982. This change covers the reinforcement of certain sway frames in the 350' steel arches.

After the erection of the 350' arches had been completed, the sway frames at panel points, LoVo, L1V1, V1D1, L2V2, V2D2, L3V3, V3D3, L11V11, V11D11, L12V12, V12D12, L13V13, V13D13 and L14V14, were found to have excessive vibration under wind loads. It was considered advisable to correct this condition to prevent damage or possible failure to these members. The reinforcing as detailed on Drawing #4835A is designed to stiffen these members and remove this vibration. Blueprints from this drawing are enclosed with this application.

As stated above, erection of these 350' spans had been completed before this condition was noticed. In doing this work now, the contractors have had to get their material from another source and to rig up scaffolding especially for this job. It was considered that this work would come under the classification of extra work to be paid for in accordance with Paragraph No. 1058 of the General Specifications. Copies of extra work order No. 5, covering all work with the exception of the painting and copies of price agreement #2, covering the painting of this reinforcement are attached.

The estimate of additional cost due to this change is as follows:

Force Order No. 5, Reinforcement less painting -	$5,000.00
Price Agreement No. 2, Painting	60.00
Total	$5,060.00

As this reinforcement will be handled without interference with other work on the structure, the contractors have agreed that this will not make any change in the completion date of their contract. A copy of their letter to this effect is enclosed.

Since the above change is a necessary contingency, we ask your approval for payment of the cost thereof from construction funds set up for this project.

Very truly yours,

R. H. Baldock,
State Highway Engineer

By
G. S. Paxson,
Acting Bridge Engineer

AGS:MM
Encl.
cc - R. H. Baldock ✓
J. M. Devers
M. Reed
R. A. Furrow

[illegible]
[illegible] Coast Hwy
Yaquina Bay

April 9, 1936

Mr. C. L. Marsters
Newport, Oregon

Dear Mr. Marsters:

I found your letter of April 6 on my desk when I arrived in the office today.

I talked the matter over with R. H. Baldock, State Highway Engineer, and his view-point coinsides with mine. In other words it would seem more appropriate for yourselves or the Oregon Coast Highway Association to sponsor the program celebrating the completion of the last bridge; namely, the one at Newport. I will be seeing Ed Miller, manager of the Oregon Coast Highway Association someday next week, at which time I will be glad to take the matter up with him in a rather preliminary way unless you would prefer that I do not.

Once decision is made as to what you definitely plan to do in the way of a celebration, I am certain that you will find some members of the Commission and the department glad to be present if they do not have previous conflicting engagements. I would suggest that when you have decided on your dates, you communicate with Mr. Baldock as early as possible on that phase of the matter.

Incidentally, we will have our new general folder off the press in a few days and will send you several copies so that you can see what we are using in following up our advertising, and for placing in tourist bureaus and travel agencies over the country.

Yours sincerely,

Harold B. Say, Director
Travel and Information Department

HBS.MQ

C. L. MARSTERS
ATTORNEY AT LAW
PHONE 122
NEWPORT, OREGON

April 6, 1936

Mr. Harold B. Say,
Advertising Manager,
Oregon State Highway Com.,
Salem, Oregon.

Dear Sir:

The Newport Chamber of Commerce Bridge Dedication Committee, of which I am chairman, desire that a celebration be had, upon the completion of the Yaquina Bay Bridge in September, that would not only merit the support and admiration of the people of the State of Oregon but also the people of the Pacific Northwest. And for Newport to attempt to do this alone is not only a financial but also a physical impossibility.

As you know, this bridge is the last one to be completed and that when finished, will, for the first time, really open the Oregon Coast Highway. It seems to us that the completion of five beautiful bridges on one of Oregons most scenic highways, and the fact that all these bridges will be toll free, warrants a celebration that carries the dignity of the State of Oregon. With all due respect to our neighbors, we do not feel that a "Queen Contest" or a "Clam Bake" befits the occasion.

Your department has been doing some wonderful work and commands the respect and admiration of the citizens of Oregon, and we feel that our celebration would allow you to climax your splendid efforts at least for this year. We know that you are capable and feel that the State of Oregon through your department should sponsor the celebration, if any.

Will you not give this matter your sincere consideration and let us know your attitude.

Respectfully yours,

L. Marsters

FORM B-B-1 5M 2-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 27, 1936.

Mr. C. C. Hockley
Acting State Director
Public Works Administration
808 Failing Building
Portland, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Your approval is requested of a change at the Yaquina Bay Bridge, PWA Docket 982 (Oregon). This change covers the difference in price between false work piling and foundation piling as applied to certain foundation piling taken over by the contractor and used as false work.

Under date of October 19, 1934, we received your approval of change order 4 YBB which eliminated foundation piling from under Bents 9, 10, 11 and 12 of the south approach to the Yaquina Bay Bridge. Foundation piling for these bents had been ordered and delivered prior to making this change, and under Paragraph 3038 of the specifications for state highway bridge construction, it is provided that piles ordered and not driven shall be paid for and become the property of the state. There being no market for these piling, an agreement was reached with the contractor to take over these piling and use them as false work piling in the construction of the project, the contractor, under this agreement, to be reimbursed for the difference in the cost of foundation piling and of false work piling. The cost to the contractor of foundation piling is ten cents per lineal foot while for temporary or false work piling the cost is 6¼ cents per lineal foot. The difference in cost is therefore 3¾ cents per lineal foot. This difference, applied to the number of lineal feet eliminated from the foundations and increased by the five per cent allowed under the specifications, amounts to $201.10. The additional cost due to this change is the above $201.10.

The savings made the state by the elimination of these foundation piling are covered under change order

4,566. Copies of price agreement No. 1 covering the above are attached, and in this price agreement the contractor agrees that this change will not be a basis for a request for any extension of time under the contract.

Since this is a necessary contingency, we ask your approval for its payment from construction funds.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
Enclosure

cc R. H. Baldock
J. M. Devers
H. E. Reed, R.E.I.

FORM 8-A-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

R4-13

February 25, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. C. Hockley
Acting State Director
Public Works Administration
503 Failing Building
Portland, Oregon

Dear Sir:

In reply to your letter of February 18, 1936, concerning Change Order No. 9 YBB, Yaquina Bay Bridge, we submit the following:

1. The difference in payment to the contractor for the pier as actually constructed, as compared with the payment that would be made had the construction conformed to Change Order No. 9 YBB, is reflected entirely in the changes in quantities at unit prices bid under the contract. The changes in unit quantities and the corresponding changes in payment are as follows:

Additional Cost

Seal Concrete	185.04 cu.yds at $17.75	$3,284.46
Foundation Piling	265.2 lin.ft. at $ 0.50	132.60
Total Additional Cost		$3,417.06

Decreased Cost

Excavation	62.73 cu.yds at $8.75	$ 548.89
Cl. "A" Concrete	163.75 cu.yds at $17.75	2,906.56
Total Decreased Cost		$3,455.45
NET DECREASED COST		$ 38.39

NOTED

2. The construction cofferdam consisted of steel sheet piling 70 feet long. During construction these were driven to an average top elevation of +13.0, making an average bottom elevation of -57.0. Contingent upon permission to modify the dimensions approved under Change Order No. 9 YBB, the contractor agreed to leave the lower portions of these sheet piling in place, cutting them off at a convenient distance above stream bed. The stream bed alongside the cofferdam now averages -23 around the

front face and both ends, and -12.5 along the back face. The sheet piling will be cut about two feet higher than stream bed and will therefore average -21 along the front and ends, and -10.5 along the back.

2. Attached hereto is a copy of an agreement whereby the contractor agrees to leave these sheet pile stubs in place without cost to the state, and further agrees that no additional time on the contract will be claimed therefor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

3copies to G. G. Hockley
1 cc to M. E. Reed, R.E.I.
1 cc R. A. Furrow
1 cc R. H. Baldock
1 cc J. M. Devers

Enclosure

#1635

Const
Coast Hwy Bridges
Yaquina Bay

October 16, 1935

United States Fidelity & Guaranty Company,
G. B. Eckles, Manager,
Bedell Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of October 14th concerning the Gilpin Construction Co. and General Construction Co. Contract No. 1635 - Bridge over Yaquina Bay in Lincoln County.

You are advised that this contract is approximately 48% complete. The total amount paid the contractors to date is $552,105.51 and the retained percentage is $97,450.00. The date of completion of this contract is May 31, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1635

Portland 104 3M 4-11-35

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
GAYLORD B. ECKLES, MANAGER
1112 BEDELL BUILDING
PORTLAND, OREGON

October 14, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: #58172-12-1132-34 - Gilpin Construction Co. & General Construction Company

The bond above described covers contract for the construction of a bridge across Yaquina Bay in Lincoln County, Oregon. For the completion of our records, will you please let us know what percentage of work has been done; the amount paid the contractors and the amount of retained percentage held. We also would like to know the probable date of completion.

A self-addressed envelope is enclosed for your convenience.

Yours very truly,

G. B. Eckles

GBE:W

Manager.

FORM B-E-1 22274 1500 6-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 11, 1935.

Mr. J. B. Donaldson
Acting Resident Project Auditor, PWA
312 State Office Building,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of September 11, requesting a report concerning the facts and circumstances surrounding a certain alleged violation in connection with work performed under Change Order No. 9 YBB.

Under date of September 9, I received a similar inquiry from Mr. R. H. Corey, State Engineer Inspector, to which reply was made under date of September 10. A copy of this communication was sent to you, and I believe this fully answers your inquiry. In order that your records may be complete, however, permit me to state as follows:

Change Order No. 9 YBB relates to the excavation for Pier 3, Yaquina Bay Bridge. Work on this portion of the project was carried on during the entire winter of 1934 and 1935. The contractor was not able to obtain a sufficient force of men because of the 30 hour week restriction which, in the face of the 40 hours granted the Bonneville project, made it very difficult to keep men on the job. For this reason the work on this excavation proceeded at a very slow rate of speed.

The sheet piling were driven in May and June, 1935, and foundation piling were driven during the month of June. After the driving of foundation pile, and during the period of excavating to plan elevation between these piling, considerable difficulty was encountered because of the tendency of the material to blow in from the outside.

A change order was approved in August, raising the bottom of seal elevation from minus 50 to minus 47. I visited the job on August 21, and found the condition of the pier bottom to be such that I considered it absolutely essential to begin the placement of seal at the earliest possible date in order to avoid the possibility of a serious blow, involving the integrity of the entire cofferdam structure.

I believe that it would be difficult to find any engineer experienced in foundations who would have taken the risk of leaving this hole open any longer. Those of us who have had experience over a period of years with the heavy storms which are apt to occur in September, know that it is not advisable to pour concrete seals later than September first as wave action during heavy storm periods is likely to prove most destructive.

Furthermore, any blow which would have necessitated a reconstruction of the present cofferdam would have operated to delay construction for months and entail the additional expense of thousands of dollars.

The average depth of the excavation checked the plan elevation as modified by the approved change order within a very few tenths although there were certain high spots along one edge.

I did not feel, and do not feel that the placement of this seal constituted a violation in any degree whatsoever, but on the other hand, was simply the exercise of common construction prudence.

The foundation constructed will be fully as stable as if carried to the original depth of minus 50 for the reason that the 663 foundation piles are designed to carry the complete load. These piles are driven to an elevation of approximately minus 80. Moreover any tendency to scour will be resisted by the steel sheet pile cofferdam which is to be left permanently in place. The elevation of the bottom of these sheet piles is minus 55, or eight feet below modified plan elevation for the seal.

All in all, therefore, I feel that our prompt action operated to avert the possibility of a serious accident at this point, and the result is a foundation exactly as good as if the seal had been carried deeper.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc R.H.Baldock✓
J.M.Devers
C.C.Hockley
R.H.Cordy

[illegible] E-1 22874 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Coast Hwy
Bridges
Yaquina

September 10, 1935.

Mr. R. H. Corey
State Engineer Inspector, PWA.,
5th Floor, Journal Bldg.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your communication of September 9, in regard to change order No. 9 YBB.

I do not feel that there was any violation whatsoever in this change order. The elevation called for in the change order was minus 47, and the average elevation of this pier as constructed, was minus 47 (or within two or three-tenths of minus 47, one way or another).

It is true that the excavation at one corner of the cofferdam was high, but it was utterly impossible to disturb this material without subjecting ourselves to the likelyhood of a serious blow. Had the pouring of this concrete been deferred, we ran the risk of running into the equinoctial storm period with a green concrete seal and subjecting ourselves to the likelihood of an expenditure running into thousands of dollars, and involving the complete reconstruction of the cofferdam and months of delay to the work.

Pier 3, as constructed, is exactly as stable as if the foundation had been carried ten feet deeper. As a matter of fact, it is even more stable because the resistance of the foundation piling is by skin friction rather than column action, and the greater the depth of the piles below the bottom of the seal, the greater will be the bearing power per pile. Moreover, the steel sheet pile cofferdam which will be left permanently in place, extends to a depth well below the bottom of the seal. The depth of these pile rather than the depth of the seal determines the resistance of the pier to scour. (Assuming, of course, that there will be any scour which is somewhat improbable.)

Mr. R. H. Corey, #2 September 10, 1935.

All in all, therefore, the pier is absolutely and unquestionably entirely up to specifications, and no danger whatsoever need by apprehended. Furthermore, we feel that the prompt pouring of this seal was the only action which could be taken to absolutely insure against a most serious accident to the green concrete or to the open excavation during the equinoctial storm period which is nearly upon us now.

We are rather surprised that this should be considered a violation of our contract.

We trust that this explanation will completely remove any question as to our compliance. We most certainly do not have any desire to evade any of the provisions of our agreement with the federal government.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc R. H. Baldock
J. M. Devers
C. C. Hockley
J. E. Donaldson

FORM 8-K-1 19011 1500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

Coast Hwy
Bridges Coast
Yaquina

August 30, 1935

Mr. C. B. McCullough
Bridge Engineer
Office

Dear Sir:

I have just read your report to Mr. Baldock relative to conditions at the Yaquina Bay Bridge and I note your recommendation that work proceed notwithstanding instructions from the P. W. A. representatives to the contrary. I am informed by Mr. Baldock too that the contractor was instructed to go ahead and pour the seal; in other words, proceed with the work.

No doubt an issue will be made out of this situation, which may become a subject of serious discussion when we seek to get our final grant. The Government might say that since we violated the conditions and disregarded instructions with respect to this particular piece of the work the cost of that particular pier or structure be eliminated from consideration and not permitted to share in the grant.

I earnestly recommend, therefore, that a complete history and record be made of this whole transaction incorporating all of the conditions which made it necessary for you to proceed with the work in violation of instructions from the P. W. A. I think a complete and detailed story of the whole thing should be prepared and a copy given to Mr. Hockley so that he will have our side of the controversy early. I would recommend, too, that detailed cost items be kept so that it will be possible to segregate the cost of doing that part of the work which has been done or is being done in violation of instructions. In other words, I think we should prepare now for what may occur later. It will not be enough for us to say that we feared contingencies which might have caused a loss or a destruction to part of the work, I believe we should begin now to build up our case and make our daily records and I would recommend that this be done.

Yours very truly,

J. M. DEVERS

JMD:AW

cc Mr. R. H. Baldock ✓

FORM 6-E-1 23274 1500 5-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Bridges Coast
Yaquina Bay

July 22, 1936

Mr. C. C. Hockley
Acting State Director
Public Works Administration
508 Failing Building
Portland, Oregon

Dear Mr. Hockley:

We hereby make application for approval of a change in the specifications for the surface finish of the exposed concrete on the Yaquina Bay Bridge, which change is fully set forth in the attached amended agreement. This change eliminates the cost of waterproofing solution, which has proven inadequate and unsatisfactory, and since this change in specification decreased the contractors cost, the state and the contractor have agreed that the final estimate shall be decreased by the sum of $2,100.00.

The net decrease in cost of the project due to this change order is $2,100.00.

We are attaching hereto, six copies of the amended agreement.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

GSP LD
Enc.

cc R. A. Furrow
J.M. Devers
R. H. Baldock

Coast
Bridges Coast Hwy
Yaquina Bay

August 26, 1935

Mr. R. H. Baldock
Office

Dear Sir:

Confirming my conversation with you Sunday night (August 25th) I have taken the liberty of instructing our contractor at Yaquina Bay Bridge to proceed immediately with the placement of a seal in pier No. 3 notwithstanding instructions to the contrary from the Resident Engineer Inspector, PWA.

I regret that such action had to be taken but I consider it an absolute necessity from the standpoint of safety to this portion of our structure.

The facts in reference to this matter are as follows: The elevation originally established for the bottom of this pier footing was -50. It was found impossible to excavate to this depth without endangering the entire cofferdam structure from a blowout. We therefore applied for a Change Order raising the elevation to -47, which was approved. I visited the site on Wednesday, August 21, and found that the footing had been excavated to an average depth of within .4 of a foot of revised plan elevation. The contour of the excavation was rather irregular, one corner being considerably higher than plan elevation, however, after due consideration I felt that it would be impossible to attempt to clean out this hole and further manipulation might cause serious damage.

In view of the foregoing circumstances I ordered the immediate placement of the seal. Pursuant to this order all arrangements have been made and pouring operations were scheduled to begin this morning. Mr. Furrow called me late Sunday evening and informed me that the PWA Resident Engineer Inspector, (who had previously concurred in my opinion) had taken the matter up with his Portland office and that the instructions now were to hold up on this work until approval could be secured from Washington.

I simply did not dare to hold this foundation open any longer and therefore instructed Mr. Furrow, our Resident Engineer, to proceed immediately with the placement of the seal notwithstanding any orders from the PWA to the contrary.

This department has scrupulously endeavored to conform to the various rules and regulations of the P.W.A. but in this instance I felt that we could not endanger life and property by holding this foundation open any longer. Permit me to call your attention to the following facts.

STABILITY OF PIER

The pier as constructed will be exactly as stable as if carried to a lower elevation; in other words, the placement of the seal at the present time will not effect the stability of the foundation one slightest particle. That this is true will be readily seen from the following observations:

1. The entire load on this pier is carried on timber piling, no dependence being placed on the carrying capacity of the footing material itself. This is perhaps an ultraconservative design but one sponsored by the American Association of State Highway Officials and one which results in an excess stability for foundations so designed.

2. There are 667 piles under this pier and these piles, as above stated, carry the entire load. From the standpoint of pier stability, therefore, it does not make one particle of difference whether the elevation of the pier is carried to -47 or to any other elevation below scour line.

3. In so far from reducing the stability of the pier, the operation of leaving the foundation as it is will operate to increase the length of piling extending below the concrete and into the natural foundation material. In view of the fact that these piling are carrying their load by skin friction and not by column action, this will increase the carrying capacity of the pier and result in slightly more stable construction than otherwise.

4. The only other hazard to which this pier will ever be subjected is that of scour and in this case heavy steel sheet piling have been driven to approximately elevation -55 so that the depth of these sheet piling and not the depth of the concrete seal determines the stability of the pier against this action. As a matter of fact, danger from scour is negligible. No appreciable scour has shown up around the cofferdams and even if such scour does develop later on a few loads of riprap will completely cure the situation. Regardless, however, of whether scour conditions exist of not the fact remains that stability against scour is determined simply and solely by the elevation

of the steel sheet piling (which will be left in place permanently) and not by the elevation of the concrete.

All in all, therefore, there is absolutely no contingency or fact inherent in the immediate placement of this seal which will in any way decrease the stability of the pier.

NECESSITY FOR IMMEDIATE ACTION

So much for the stability of the pier on the foundations thus developed. Now in regard to the necessity for immediate action, permit me to call your attention to the following facts:

1. Every day that this foundation excavation is held open is a day of danger. Several small blows have occurred. If any further attempt is made to excavate in the corners of this hole the material outside will blow in as fast as it is excavated. Any attempt of this kind would result in days and perhaps weeks of delay and futile effort.

2. If the bottom equilibrium is seriously disturbed, we might have a complete blow. This might require the reconstruction of the cofferdam and throw construction work into the autumn storm period.

3. The equinoctial storm period is not far away. At Lewis and Clarke bridge, which we constructed some ten or twelve years ago, we had an accident to one of our pier footings which was the direct result of wave action during a heavy storm impacting against a cofferdam containing green concrete. This accident involved the loss of over $30,000. We can not afford to take a chance of this kind at Newport. The seal in pier No. 3 must be poured in such time as to have attained its full strength before the equinoctial storm period.

4. If, for any reason, the construction of this pier is held up until late fall, conditions might develop wherein it would be impossible to complete this foundation until spring. This bridge is already behind schedule. The ferry system is inadequate to care for traffic. We must rush it to completion. We can't afford to jeopardize the continuity of our entire construction program by waiting a single day.

5. In further justification of the necessity for immediate action, permit me to remind you of the controversy at Alsea. Construction work was held up while you and I were at Santa Fe.

After weeks of controversy it was necessary for me to go back to Washington. We finally ended up by doing exactly what we expected to do in the first place but in the meantime the contractor had been held up and we are now facing a claim for damages which he expects to present. Furthermore, the delay at that time threw his entire construction program out of balance so that this bridge is months behind schedule. Notwithstanding all of this controversy, the tidal action at Alsea has completely justified our original recommendations. The scour has been completely cured and if we had been forced to place permanent sheet piling around all of these piers as originally insisted upon by P.W.A. we would have wasted thousands of dollars to no purpose whatsoever.

I trust the foregoing explanation will be sufficient for your purpose. If not, I shall be glad to furnish further details.

Very truly yours

C. B. McCullough

CBM LD

cc J. M. Devers

Const
Bridges
Coast Hwy

Yaquina

111-2

May 12, 1934

Chas. A. Mansfield, Agent
Hartford Accident & Indemnity Co.
207 Lewis Building
Portland, Oregon

Dear Sir:

As requested in your letter of May 11 I have asked the Bridge Department to mail to Dougan-Hammond Construction Company plans and specifications for the Newport bridge, for which bids are to be received on the 17th. These plans are being mailed by special delivery, today.

Yours very truly

Secretary

HBG:MC

JAS. L.D. KEARNEY
VICE PRESIDENT AND GENERAL MANAGER

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, 720 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA
JOY LICHTENSTEIN
VICE-PRESIDENT

JEWETT, BARTON & LEAVY
JOHN KERN COMPANY
RESIDENT AGENTS
207 LEWIS BUILDING

PORTLAND, OREGON

May 11th, 1934

Mr. Herbert Glaisyer
c/o Oregon State Highway Commission
Salem, Oregon

Dear Herb:

Dougan-Hammond Construction Co. are figuring on a subcontract on the bridge being let the 17th, and I would appreciate your forwarding a set of plans and specifications to them, Studio Building, Portland.

Many thanks and with kindest regards,

I am

Very truly yours,

Charlie
Chas. A. Mansfield

CAM HK

March 16, 1935.

Mr. C. C. Hockley
State Engineer, P.W.A.
U. S. Courthouse
Portland, Oregon.

Dear Sir:

We hereby request your approval for a change order covering the revision of the footings for Piers 7 and 8, Yaquina Bay Bridge. This change covers the lowering of the footings of Pier 8 from minus 10 to minus 12, and the lowering of the footings of Pier 7 from minus 18 to minus 20. The lowering of these footings was requested by Mr. Bowman.

Our estimate of cost on this change is as follows:

Excavation Below Elev. Shown	600 cu.yds at $5.00	$3,000.00
Seal Concrete	110 cu.yds at 17.75	1,952.50
Class "A" Concrete in Piers and footings	220 cu.yds at 17.75	3,905.00
		$8,857.50

Since this is considered a contingency, we ask your approval for the payment for the above change from construction funds.

These changes are shown on drawings 4085 revised, and 4086 revised, copies of which are being sent you under separate cover.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP

cc Mr. Baldock
Mr. Devers
Mr. Furrow

Yaquina Bay Bridge

January 8, 1935

Mr. C. B. McCullough
Office

Dear Sir:

Please advise the Port of Newport that the Commission denied its claim for damage to its pile driver which was used by the State's contractor in connection with test borings for the Yaquina Bay bridge.

Very truly yours,

State Highway Engineer

RHB:HI

December 18, 1934.

Mr. R. H. Baldock

In reference to the attached affidavits forwarded to the Highway Commission by L. G. English, Attorney for the Port of Newport, it is my understanding that you desire a complete report in reference to this matter. In response to this request, I am attaching herewith copy of a communication under date of January 20, from Mr. Dresser which is self-explanatory. I am also enclosing copy of my communication of October 23, 1934, to Mr. Devers and a similar communication addressed to Mr. Devers under date of August 21. I think these letters fully explain the situation. The situation is briefly this:

1. The state contracted with W. A. Slate to make test borings for the Yaquina Bay Bridge.

2. Mr. Slate rented a scow from the Port of Newport.

3. The Port of Newport would not let Mr. Slate have this scow unless he put on two of their own men to help run it.

4. Because of the fact that the contract did not call for these two extra men, we put them on the state payroll.

5. We made no agreement with the Port that we would be in any way responsible any more than we would be for any other equipment that any of our contractors rented.

6. We hired these men because it was the only way in which we could secure the scow from the Port of Newport and because of the fact that we had to get these soundings made at once.

7. As stated to Mr. Devers, it is my opinion that legally, the state is not responsible for this claim (which is in the amount of $227.98). It is clearly a claim against the contractor. I understand that the Port of Newport have not been able to collect from the contractor which constitutes the reason they are seeking reimbursement from us.

REFERRED TO
[illegible]
By State Highway Engineer

For Com meeting

8. If the Highway Commission desires to reimburse the Port, it should be done as a matter of equitable contribution rather than in a satisfaction of any legal claim.

C. B. McCullough

CBM:AP

SCOTT, CHAIRMAN, PORTLAND
RL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 23, 1934.

Mr. J. M. Devers:

Herewith communication from Mr. Marshall Dresser in reference to your recent inquiry concerning the claim of the Port of Newport for reimbursement to the extent of funds expended in repairing a scow.

It would appear to me that the state is in no way responsible as we at no time, either verbally or in writing, assumed any responsibility. We hired two of the Port's men to work for the contractor because the Port would not rent the contractor the equipment except under such an arrangement. We paid for these men direct because under our contract with the contractor, we could not ask him to put on two additional men. These, however, were the Port's men and were placed purely as a gesture of cooperation to the Port.

I do not see how we can be held responsible in any way.

C. B. McCullough

CBM:AP
Attached

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 21, 1934.

Mr. J. M. Devers: COPY

Some time ago you asked me to make you a report in reference to certain damage to a scow which belongs to the Port of Newport and which was used in making the borings at Yaquina Bay.

This work was done for us under contract by Mr. W. A. Slate. Mr. Slate rented the barge from the Port or Newport, and our agreement with him stipulated that he was to furnish all necessary equipment, including scows, etc. We are informed that Mr. Slate was required by the Port as a part of his rental arrangement with them, to employ two men furnished by the Port which two men were in complete charge of the scows and of the anchor and lines. It is our understanding that these men took full responsibility for the Port's equipment and supervised the use of it.

In view of the foregoing circumstances, it would appear that there is some question about Mr. Slate's liability to the Port. However, there is no question in reference to our lability. We employed Mr. Slate on a strictly contract basis under an agreement which called for him to furnish all necessary equipment. The hiring of the barges from the Port of Newport was entirely Mr. Slate's transaction and not ours so that if any one is responsible it is Mr. Slate, the contractor, and not this department.

If the Port still feel that they are entitled to some adjustment for any alleged damage to their equipment, they should take the matter up with Mr. W. A. Slate, whose address is Tangent, Oregon.

V

C. B. McCullough

CBM:AP

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

205 Courthouse
Hillsboro, Oregon
January 20, 1934.

Mr. C. B. McCullough, Bridge Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: Attention Mr. G. S. Paxson

I haveyour letter of January 15th, regarding the claim of the Port of Newport forrepairs to their scow used in connection with foundation investigation at Yaquina Bay.

We rented no equipment whatever. As stated in your letter, our agreement with Mr. Slate called for the furnishing of all necessary equipment, and Mr. Slate did rent a scow, anchors, and lines for the Port of Newport.

We did, however, hire two men which Mr. A. L. Porter, of the Port of Newport Commission insisted that we hire before he would rent the equipment to Slate. As soon as Mr. Slate arrived in Newport he made arrangements with Mr. D. T. Harding for the rental of the Port's scow, but was told by Mr. Harding that he would have to get permission from Mr. A. L. Porter to use the anchors and lines. When Mr. Slate interviewed Mr. Porter, Porter refused to rent Slate either scow, anchors or lines unless Slate agreed to hire two men, Ed (or "Bid") Boyles and J. R. Edwards, which men Porter names. These men were to be in charge of the scow and were to run anchors and lines, and otherwise take care of the Port's equipment, because Mr. Porder was afraid the equipment might be damaged unless its men were in charge.

At Mr. Slate's request, I telephoned Mr. Porter and endeavored to persuade him to rent the equipment to Slate without employing any additional help. Mr. Porter flatly refused. On Saturday, September 2nd, I took this matter up with Mr. Paxson at Waldport and was instructed that if no other equipment was available to hire the two men which Mr. Porter named and put them on the state payroll, because our agreement with Slate did not call for his hiring any additional help. When I returned to Newport, Sunday, Sept. 3rd, and found that no other scow was available, I hired Edwards and Boyles, as Porter insisted, so that Slate could get the use of the scow, anchors, and lines; but I did not at any time give the Port Commission or any one else any reason to believe that the State was in any way responsible for the equipment. Mr. Slate paid the Port its rental for the equipment before leaving Newport.

The scow was left out in the bay nights, riding at anchor, but Edwards and Boyles were aboard at all times when Slate was working, and each night made the scow fast to suit themselves. They were at all times apparently satisfied as to its safety and never made request that it would be towed to the dock. Had they so requested, Slate would have furnished a tow boat for the purpose.

It seems obvious to me, therefore, that the state is in no way liable.

I return the letter from the Port of Newport as requested.

Very truly yours,

Matshall Dresser

allough:
Mr Haldock would
like to have a report from
you concerning
the attached.

ENGLISH
ER
REGON

4, 1934

Gentlemen:

I am enclosing affidavits which are to be considered by your Commission in connection with claim of Port of Newport previously filed for damages to pile driver belonging to the Port.

Very truly yours,
L G English
L. G. ENGLISH,
Attorney for Port of Newport

LGE:T/Inc

---

sion and informed him that one of the conditions under which the pile driver could be leased, was that either June Edwards or Ed Boyles should at all times be with the equipment when in operation and when it was tied up.

LOUIS G. ENGLISH
LAWYER
TOLEDO, OREGON

December 4, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing affidavits which are to be considered by your Commission in connection with claim of Port of Newport previously filed for damages to pile driver belonging to the Port.

Very truly yours,

L G English

L. G. ENGLISH,
Attorney for Port of Newport

LGE:T/Inc

---

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LOUIS G. ENGLISH
LAWYER
TOLEDO OREGON

December 4, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing affidavits which are to be considered by your Commission in connection with claim of Port of Newport previously filed for damages to pile driver belonging to the Port.

Very truly yours,
L G English
L. G. ENGLISH,
Attorney for Port of Newport

LGE:T/Inc

---

sion and informed him that one of the conditions under which the pile driver could be leased, was that either June Edwards or Ed Boyles should at all times be with the equipment when in operation and when it was tied up.

STATE OF OREGON)
(ss.
County of Lincoln)

I, W. C. BELT, being first duly sworn, depose and say:

That I am one of the Commissioners of the Port of Newport; That before the Port of Newport allowed the contractor for the State Highway Commission to lease or use the pile driving equipment of the Port, I interviewed the Engineer for the State Highway Commission and informed him that one of the conditions under which the pile driver could be leased, was that either June Edwards or Ed Boyles should at all times be with the equipment when in operation and when it was tied up. I also made inquiry of the Engineer as to who would be responsible to the Port for said pile driving equipment and was informed by him that the State Highway Commission would assume responsibility for the equipment, and it was with this understanding that I, as a member of the Commission of the Port of Newport, consented to the leasing of said equipment by said contractor.

W C Belt

Subscribed and sworn to before me
this 30 day of November, 1934.

Louis H Englert
Notary Public for Oregon
My commission expires: Nov 22 1935

refer to Mr Calloway of Newport

STATE OF OREGON)
(ss.
County of Lincoln)

I, ED BOYLES, being first duly sworn on oath, depose and say:

That I have been for the past several years employed by the Port of Newport as a worker upon its pile driver; that during the year 193_ the Port of Newport leased its pile driver equipment to a contractor doing work for the State Highway department; that I was employed by said contractor and allowed to work only the same hours as other employes, and a part of the time, neither myself nor Mr. June Edwards was on the dredge during the time it was being operated and neither of us were on the dredge at the time it was tied up and was damaged.

Ed Boyles

Subscribed and sworn to before me
this 30 day of November, 1934.

Louis H English
Notary Public for Oregon

My commission expires: Nov 22 1935

STATE OF OREGON)
(ss.
County of Lincoln)

I, JUNE EDWARDS, being first duly sworn on oath, depose and say:

That I have been for the past several years employed by the Port of Newport as a worker upon its pile driver; that during the year 193_ the Port of Newport leased its pile driver equipment to a contractor doing work for the State Highway department; that I was employed by said contractor and allowed to work only the same hours as other employes, and a part of the time, neither myself nor Mr. Ed Boyles were on the dredge during the time it was being operated and neither of us were on the dredge at the time it was tied up and was damaged.

June Edwards

Subscribed and sworn to before me
this 30 day of November, 1934.

Louis H England
Notary Public for Oregon
My commission expires: Nov 22 1935

STATE OF OREGON)
(ss.
County of Lincoln)

I, W. G. WALRAD, being first duly sworn, depose and say:

That I am one of the Commissioners of the Port of Newport; That before the Port of Newport allowed the contractor for the State Highway Commission to lease or use the pile driving equipment of the Port, I interviewed the Engineer for the State Highway Commission and informed him that one of the conditions under which the pile driver could be leased, was that either June Edwards or Ed Boyles should at all times be with the equipment when in operation and when it was tied up. I also made inquiry of the Engineer as to who would be responsible to the Port for said pile driving equipment and was informed by him that the State Highway Commission would assume responsibility for the equipment, and it was with this understanding that I, as a member of the Commission of the Port of Newport, consented to the leasing of said equipment by said contractor.

W G Walrad

Subscribed and sworn to before me this 30 day of November, 1934.

Louis H English
Notary Public for Oregon

My commission expires: Nov 22 1935

#1120

December 18, 1934.

Mr. R. H. Baldock

In reference to the attached affidavits forwarded to the Highway Commission by L. G. English, Attorney for the Port of Newport, it is my understanding that you desire a complete report in reference to this matter. In response to this request, I am attaching herewith copy of a communication under date of January 20, from Mr. Dresser which is self-explanatory. I am also enclosing copy of my communication of October 23, 1934, to Mr. Devers and a similar communication addressed to Mr. Devers under date of August 21. I think these letters fully explain the situation. The situation is briefly this:

1. The state contracted with W. A. Slate to make test borings for the Yaquina Bay Bridge.

2. Mr. Slate rented a scow from the Port of Newport.

3. The Port of Newport would not let Mr. Slate have this scow unless he put on two of their own men to help run it.

4. Because of the fact that the contract did not call for those two extra men, we put them on the state payroll.

5. We made no agreement with the Port that we would be in any way responsible any more than we would be for any other equipment that any of our contractors wanted.

6. We hired these men because it was the only way in which we could secure the scow from the Port of Newport and because of the fact that we had to get these soundings made at once.

7. As stated to Mr. Devers, it is my opinion that legally, the state is not responsible for this claim (which is in the amount of $227.98). It is clearly a claim against the contractor. I understand that the Port of Newport have not been able to collect from the contractor which constitutes the reason they are seeking reimbursement from us.

NOTED

State Highway Engineer

#1628

8. If the Highway Commission desires to reimburse the Port, it should be done as a matter of equitable contribution rather than in a satisfaction of any legal claim.

C. B. McCullough

CBM:AP

#1620

655 8M 8-34
SIONERS
OTT, CHAIRMAN, PORTLAND
BURNE, EUGENE
, PENDLETON

YER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

205 Courthouse
Hillsboro, Oregon
January 20, 1934.

Mr. C. B. McCullough, Bridge Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Attention Mr. G. S. Paxson

I haveyour letter of January 15th, regarding the claim of the Port of Newport forrepairs to their scow used in connection with foundation investigation at Yaquina Bay.

We rented no equipment whatever. As stated in your letter, our agreement with Mr. Slate called for the furnishing of all necessary equipment, and Mr. Slate did rent a scow, anchors, and lines for the Port of Newport.

We did, however, hire two men which Mr. A. L. Porter, of the Port of Newport Commission insisted that we hire before he would rent the equipment to Slate. As soon as Mr. Slate arrived in Newport he made arrangements with Mr. D. T. Harding for the rental of the Port's scow, but was told by Mr. Harding that he would have to get permission from Mr. A. L. Porter to use the anchors and lines. When Mr. Slate interviewed Mr. Porter, Porter refused to rent Slate either scow, anchors or lines unless Slate agreed to hire two men, Ed (or "Bid") Boyles and J. R. Edwards, which men Porter names. These men were to be in charge of the scow and were to run anchors and lines, and otherwise take care of the Port's equipment, because Mr. Porder was afraid the equipment might be damaged unless its men were in charge.

At Mr. Slate's request, I telephoned Mr. Porter and endeavored to persuade him to rent the equipment to Slate without employing any additional help. Mr. Porder flatly refused. On Saturday, September 2nd, I took this matter up with Mr. Paxson at Waldport and was instructed that if no other equipment was available to hire the two men which Mr. Porter named and put them on the state payroll, because our agreement with Slate did not call for his hiring any additional help. When I returned to Newport, Sunday, Sept. 3rd, and found that no other scow was available, I hired Edwards and Boyles, as Porter insisted, so that Slate could get the use of the scow, anchors, and lines; but I did not at any time give the Port Commission or any one else any reason to believe that the State was in any way responsible for the equipment. Mr. Slate paid the Port its rental for the equipment before leaving Newport.

#1628

The scow was left out in the bay nights, riding at anchor, but Edwards and Boyles were aboard at all times when Slate was working, and each night made the scow fast to suit themselves. They were at all times apparently satisfied as to its safety and never made request that it would be towed to the dock. Had they so requested, Slate would have furnished a tow boat for the purpose.

It seems obvious to me, therefore, that the state is in no way liable.

I return the letter from the Port of Newport as requested.

Very truly yours,

Matshall Dresser

#1620

T, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 21, 1934.

Mr. J. M. Devers:

COPY

Some time ago you asked me to make you a report in reference to certain damage to a scow which belongs to the Port of Newport and which was used in making the borings at Yaquina Bay.

This work was done for us under contract by Mr. W. A. Slate. Mr. Slate rented the barge from the Port or Newport, and our agreement with him stipulated that he was to furnish all necessary equipment, including scows, etc. We are informed that Mr. Slate was required by the Port as a part of his rental arrangement with them, to employ two men furnished by the Port which two men were in complete charge of the scows and of the anchor and lines. It is our understanding that these men took full responsibility for the Port's equipment and supervised the use of it.

In view of the foregoing circumstances, it would appear that there is some question about Mr. Slate's liability to the Port. However, there is no question in reference to our lability. We employed Mr. Slate on a strictly contract basis under an agreement which called for him to furnish all necessary equipment. The hiring of the barges from the Port of Newport was entirely Mr. Slate's transaction and not ours so that if any one is responsible it is Mr. Slate, the contractor, and not this department.

If the Port still feel that they are entitled to some adjustment for any alleged damage to their equipment, they should take the matter up with Mr. W. A. Slate, whose address is Tangent, Oregon.

C. B. McCullough

CBM:AP

OTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 23, 1934.

Mr. J. M. Devers:

Herewith communication from Mr. Marshall Dresser in reference to your recent inquiry concerning the claim of the Port of Newport for reimbursement to the extent of funds expended in repairing a scow.

It would appear to me that the state is in no way responsible as we at no time, either verbally or in writing, assumed any responsibility. We hired two of the Port's men to work for the contractor because the Port would not rent the contractor the equipment except under such an arrangement. We paid for these men direct because under our contract with the contractor, we could not ask him to put on two additional men. These, however, were the Port's men and were placed purely as a gesture of cooperation to the Port.

I do not see how we can be held responsible in any way.

C. B. McCullough

CBM:AP
Attached

#1620

M S-K-1 15857 1M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND

17 1M 7-34

SIONERS
SCOTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
RICH, PENDLETON

LAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

October 22, 1934

Mr. C. C. Hockley,
State Engineer for Oregon,
U. S. Courthouse,
Portland, Oregon.

Re: Public Liability Insurance
Yaquina Bay Bridge
PWA Docket No. 982

Dear Mr. Hockley:

Some few days ago I sent you photostatic copies of the policy furnished for "use and occupancy" insurance with respect to the five Coast Bridges and at that time I asked whether or not those copies would be accepted in lieu of certificates called for in your letter of September fifth and again in your letter of October first.

I have not yet been advised as to whether or not the substitution is acceptable.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock
Mr. C. B. McCullough
Mr. J. E. Donaldson

NOTED
State Highway Engineer

M 8-K-1 19957 1M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

#1620

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

October 22, 1934

The Gilpin Construction Co. and
General Construction Company,
Henry Building,
Portland, Oregon.

Gentlemen:

Mr. Glaisyer, Secretary of the State Highway Commission, has handed me your letter dated October 10th in which you discussed a claim filed by E. R. Ogg against The Gilpin Construction Company and General Construction Company and their sureties in connection with your contract for the construction of a bridge over Yaquina Bay at Newport.

I have read the purported statement of facts set forth in your letter and based upon those facts it is my opinion that the claim discussed is not a claim which can be urged against the contractors nor against their sureties. It appears from the statements in your letter that this claim was not incurred either on the credit of the contractors or under circumstances which would bring the claim within the reach of the sureties on the bond.

The Highway Commission is without authority to dismiss the claim but will, until otherwise convinced, treat the claim as one not binding on the contractors or their sureties with respect to the contract for the construction of the Yaquina Bay Bridge.

Yours very truly,

JMD:PW

J. M. DEVERS

cc Mr. R. H. Baldock
Mr. C. B. McCullough
Mr. J. E. Donaldson
Mr. H. B. Glaisyer : Contractor's letter returned herewith.
United States Fidelity &
Guaranty Company

NOTED
H. B. GLAISYER

THE GILPIN CONSTRUCTION CO.
AND
GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS
FOR
YAQUINA BAY BRIDGE

ADDRESS REPLY TO

October 10, 1934

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

We acknowledge receipt of copy of letter written by you under date of October 4, 1934 addressed to P. J. Stadelman, Secretary of State, with reference to purported claim filed by E. R. Ogg against The Gilpin Construction Company and General Construction Company and their sureties in connection with our contract for the construction of a bridge over Yaquina Bay at Newport, Oregon.

Please be advised that this claim is not a valid one against either the contractor or their bondsmen in connection with the construction of said bridge, and in support thereof we advise you the following facts:

1. Neither the contractors, nor any of their sub-contractors, at any time had any relations whatever with the claimant, E. R. Ogg, and he is in nowise an agent, servant or employee of either the contractors or any sub-contractor or any assignee thereof.

2. Claimant, E. R. Ogg, has performed no work as a laborer or as a mechanic or otherwise for the contractors or any sub-contractor or any assignee thereof.

3. The hauling for which the alleged claim is made was not performed at the site of the work, and therefore no ground exists for a claim against the bond.

4. The lumber which claimant alleges to have been hauled by him was purchased by the contractor f.o.b. Newport from the Chapman Lumber Company, Portland, Oregon, and for said lumber f.o.b. Newport, Oregon, they were paid in full by contractor's check on September 11, 1934.

5. The lumber concerned will not enter into the permanent construction of the bridge at Newport, Oregon, and

any hauling services were not rendered in pursuit of work provided for in said contract or any amendment or extension or addition thereto.

6. We are advised that the Chapman Lumber Company purchased this lumber f.o.b. Newport, Oregon, from some third party and have since paid said party therefor, but regarding this part of the transaction we have no knowledge and were not advised either at the time of purchase or delivery as to where it was being procured, as we were not interested.

Will you, therefore, please eliminate this alleged claim as a charge against both the undersigned and their bondsmen so far as your office is concerned, and also notify all interested parties to that effect.

Yours very truly,

THE GILPIN CONSTRUCTION COMPANY
and
GENERAL CONSTRUCTION COMPANY

HAD:RK

By H. A. Dick

CC - U.S.F. & G.Co., Porter Bldg., Portland, Oregon.
- Hartford Accident & Indemnity Co., Spalding Bldg., Portland
- Aetna Casualty & Surety Co., Yeon Bldg., Portland
- Fidelity & Deposit Co. of Maryland, Failing Bldg., Portland
- Maryland Casualty Co., Railway Exchange Bldg., Portland
- Fireman's Fund Indemnity Co., Board of Trade Bldg., Portland
- New Amsterdam Casualty Co., Board of Trade Bldg., Portland
- P. J. Stadelman, Secretary of State, Salem, Oregon.

OREGON STATE HIGHWAY COMMISSION

October 16, 1934

Mr. W. A. Reeves, Office Engineer
Bridge Department

Dear Sir:

I return to you nine fully executed copies of the amendatory agreement extending the time limit for the completion of the Yaquina Bay bridge from May 31, 1936 to August 28, 1936.

I did not keep a copy of this for the Commission's records, but presume that you will furnish me one at your convenience.

Very truly yours,

Secretary

HBG:AJ

COTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 10, 1934

Mr. H. B. Glaisyer
Office

Dear Sir:

Herewith Amendatory Agreements extending the time for completion of the Yaquina Bay Bridge from May 31, 1936 to August 28, 1936. These have been signed by the contractors and their sureties and are now ready for execution by the Commission.

Very truly yours

C. B. McCullough
Bridge Engineer

By
W. A. Reeves
Office Engineer

WAR LD
Enc.

#1635

October 4, 1934

Hon. P. J. Stadelman
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 3 enclosing copies of notice of claim filed by E. R. Ogg against General Construction Company and Gilpin Construction Company in connection with the contract that was awarded to them by the State Highway Commission for the construction of a bridge over Yaquina Bay at Newport.

We are today sending copies of the notice to the contractors and the sureties who furnished the bond in connection with the above project.

Very truly yours,

Secretary

AJ

cc General Construction Co.
Henry Building
Portland, Oregon

GEO. H. FLAGG,
CHIEF DEPUTY

1859

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

October 3, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There is enclosed for your information and files three copies of a notice of claim by E. R. Ogg for $24.18 against the bond taken from Gilpin Construction Company and General Construction Company, principals, and U. S. Fidelity & Guaranty Company, Hartford Accident & Indemnity Company, The Aetna Casualty & Surety Company, Fidelity & Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company and New Amsterdam Casualty Company, surety, for work on the bridge near Newport.

Please acknowledge receipt of the copies.

Yours very truly,

P. J. Stadelman

Secretary of State

[illegible]
encs. 3

To the State of Oregon notice is hereby given that the undersigned, E. R. Ogg, has a claim for hauling of lumber from Monroe, Oregon, to Newport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Aug. 28 8064 at $3.00 $24.18

against the bond taken from Gilpin Construction Company and General Construction Company as principals, and United States Fidelity and Guaranty Company, Hartford Accident & Indemnity Company, TheAetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, and New Amsterdam Casualty Company, as sureties, for the work of hauling lumber from Monroe, Oregon, to Newport, Oregon, as above set out, which lumber was used in the construction of the bridge near Newport.

E. R. OGG

STATE OF OREGON)
) ss.
County of Yamhill)

I, E. R. Ogg, being first duly sworn, depose and say that I am the claimant above named, and have read the foregoing claim and know the contents thereof and believe the same to be true and just and that there are no offsets or counter claims to said claim.

E. R. OGG

Subscribed and sworn to before me this 2nd day of October, 1934.

(SEAL)

J. E. BURDETT
Notary Public for Oregon
My commission expires:
November 16, 1936

Endorsed: File No. 2451
Filed October 3, 1934
P. J. STADELMAN,
Secretary of State

To the State of Oregon notice is hereby given that the undersigned, E. R. Ogg, has a claim for hauling of lumber from Monroe, Oregon, to Newport, Oregon, which lumber was hauled on the following days, the amounts and rates per thousand were as follows:

Aug. 28	8064	at	$3.00	$24.18

against the bond taken from Gilpin Construction Company and General Construction Company as principals, and United States Fidelity and Guaranty Company, Hartford Accident & Indemnity Company, The Aetna Casualty and Surety Company, Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Fireman's Fund Indemnity Company, and New Amsterdam Casualty Company, as sureties, for the work of hauling lumber from Monroe, Oregon, to Newport, Oregon, as above set out, which lumber was used in the construction of the bridge near Newport.

E. R. OGG

STATE OF OREGON)
County of Yamhill) ss.

I, E. R. Ogg, being first duly sworn, depose and say that I am the claimant above named, and have read the foregoing claim and know the contents thereof and believe the same to be true and just and that there are no offsets or counter claims to said claim.

E. R. OGG

Subscribed and sworn to before me this 2nd day of October, 1934.

(SEAL)

J. E. BURDETT
Notary Public for Oregon
My commission expires:
November 16, 1936

Endorsed: File No. 2451
Filed October 3, 1934
P. J. STADELMAN,
Secretary of State

FORM B-E-1 16688 8M 5-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 3, 1934.

Mr. C. C. Hockley
State Engineer, PWA,
Federal Courthouse
Portland, Oregon

Dear Mr. Hockley:

Confirming our recent conversation in reference to the question of elevations for the foundations for the South approach bents, Yaquina Bay Bridge, and also in accordance with our previous correspondence, we are submitting herewith six prints of drawings 4826, 4862 and 4863 which indicate changes which we have made in the elevations of these footings and which we now desire to submit for approval as a change in plans.

The reason for this change has been discussed with you and you are already familiar with the conditions; however, as a matter of record, permit me to state that a careful investigation of these foundations has been made both by our engineering staff and the Resident Engineer Inspector, PWA, after excavations were opened up. It was found that the material for these footings was a well compacted sand and that the surface was completely protected by sod, thus eliminating any danger on account of wind erosion.

The character of the foundation material, and the location of the footings was such as to indicate that Bents 9, 10, 11 and 12 could be founded at a higher elevation, and the piling originally contemplated for these footings eliminated. In order to be absolutely safe against the slightest possibility of excessive foundation stresses, it was considered advisable to slightly enlarge the footing bases. In this connection it was found possible to eliminate some of the strut members because of the shortening of the columns occasioned by the revision in footing elevations.

The approximate saving over the original quantities as indicated, is as follows:

Excavation	581	cu.yds at	$8.75	$5,083.75
Piling	5,320	lin.ft	.50	2,660.00
Footing Concrete	17.5	cu.yds	17.75	310.62
Col. Concrete	92	cu.yds	29.50	2,714.00
Reinforcing	5,809	pounds	.045	261.40
				$11,029.77

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract #1590 Ends with: Contract #1635

FLASH CARDS: Begins every contract

Remarks: Contract #1635, continued on Reel #19

Reel No. 18 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 25 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott Rhoden

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract #1590 Ends with: Contract #1635

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I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott Rhoden